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Master Agreement Between FS and NFFE

Effective Date: February 25, 1993
Termination Date: February 24, 1996



Service
National
Federation of
Federal
Employees



Labor Management Relations For Forest Service Employees

**United States
Department of
Agriculture**



National Agricultural Library

TABLE OF CONTENTS

1	PREAMBLE
2	ARTICLE 1 RECOGNITION AND UNIT DESIGNATION
2	ARTICLE 2 IMPLEMENTATION OF THE AGREEMENT
3	ARTICLE 3 DEFINITIONS
5	ARTICLE 4 EMPLOYEE RIGHTS AND OBLIGATIONS
8	ARTICLE 5 UNION RIGHTS AND REPRESENTATION
13	ARTICLE 6 MANAGEMENT RIGHTS
14	ARTICLE 7 USE OF OFFICIAL FACILITIES & SERVICES
16	ARTICLE 8 LABOR MANAGEMENT RELATIONS COMMITTEES
17	ARTICLE 9 GRIEVANCE PROCEDURE
22	ARTICLE 10 ARBITRATION
25	ARTICLE 11 NEGOTIATIONS
28	ARTICLE 12 PRENOTIFICATION FOR UNFAIR LABOR PRACTICE CHARGE
28	ARTICLE 13 ORIENTATION OF EMPLOYEES
29	ARTICLE 14 POSITION DESCRIPTION
30	ARTICLE 15 PERFORMANCE MANAGEMENT SYSTEM
33	ARTICLE 16 PROMOTIONS AND DETAILS
38	ARTICLE 17 AWARDS PROGRAM
39	ARTICLE 18 WORK SCHEDULES
43	ARTICLE 19 PAY AND PER DIEM
46	ARTICLE 20 LEAVE
49	ARTICLE 21 ACTIONS BASED ON UNACCEPTABLE PERFORMANCE
51	ARTICLE 22 DISCIPLINE AND ADVERSE ACTIONS

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56	ARTICLE 23	PERMANENT SEASONAL EMPLOYEES
57	ARTICLE 24	TEMPORARY/TERM EMPLOYEES
58	ARTICLE 25	EQUAL EMPLOYMENT OPPORTUNITY
60	ARTICLE 26	EMPLOYEE ASSISTANCE PROGRAM (CONCERN)
62	ARTICLE 27	SAFETY AND HEALTH
67	ARTICLE 28	GOVERNMENT-FURNISHED QUARTERS
68	ARTICLE 29	TRAINING
70	ARTICLE 30	CONTRACTING OUT OF WORK
72	ARTICLE 31	REORGANIZATION
73	ARTICLE 32	SURPLUS EMPLOYEE PLACEMENT
75	ARTICLE 33	FURLOUGHS
78	ARTICLE 34	TRANSFER OF FUNCTION
79	ARTICLE 35	REDUCTION IN FORCE
83	ARTICLE 36	UNEMPLOYMENT COMPENSATION
84	ARTICLE 37	HUMAN RESOURCE PROGRAMS
84	ARTICLE 38	VOLUNTARY ALLOTMENT OF UNION DUES
85	ARTICLE 39	PILOT PROJECTS/DEMONSTRATION PROJECTS
86	ARTICLE 40	JOB CORPS
87	ARTICLE 41	PERSONAL HARSHIP
88	ARTICLE 42	EMPLOYEE ATTENDED MEETINGS
89	ARTICLE 43	AGREEMENT
91	APPENDIX A	
109	APPENDIX B	

PREAMBLE

Under the policy set forth by the Civil Service Reform Act of 1978 regarding Federal Labor-Management Relations, the Articles of this National Agreement, together with any and all Supplemental Agreements and/or amendments which may be agreed to at later dates by the representatives of the Parties at the Local level, constitute a total Agreement by and between the United States Department of Agriculture, Forest Service, hereinafter referred to as Management, and the National Federation of Federal Employees, Forest Service Council, hereinafter referred to as the Council, for the employees in the unit described below, hereinafter referred to as the Employees. Management and Union are collectively referred to as the PARTIES.

This Agreement is entered into pursuant to the Certification of Consolidation of Units, dated July 23, 1979.

The PARTIES recognize the importance of building a constructive and cooperative bilateral relationship which will aid in achieving the mission of the Forest Service. They are jointly committed to serving the public interest. They are committed to a positive problem-solving approach and the use of the negotiation process to achieve the effective conduct of public business and the well-being of employees.

The PARTIES recognize that both the well-being of employees and efficient administration of the Government are benefited by providing employees an opportunity to participate in the development and implementation of personnel policies and practices affecting the conditions of their employment. The maintenance of a constructive and cooperative Union-Management relationship at both National and Local levels will encourage this participation. Thus, the PARTIES recognize that some issues are best left for bargaining at the Local level and agree to foster local commitment to constructive problem solving at the Local level.

The PARTIES agree that the public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of Government operations; and that this Agreement should promote the ease and efficiency of Management's operation. The PARTIES to this Agreement, intending to be bound hereby, agree to the following:

ARTICLE 1

RECOGNITION AND UNIT DESIGNATION

1. **Recognition:** Management recognizes that the National Federation of Federal Employees, Forest Service Council, is the exclusive representative of all employees in the consolidated bargaining units.
2. **Units:** This Agreement is applicable to a professional consolidated bargaining unit and a nonprofessional consolidated bargaining unit covering Forest Service employees as described in Appendix A. The Parties further agree that this Agreement will apply to additional groups of Forest Service employees for whom NFFE is certified as the exclusive representative. Appendix A is a guide to the bargaining unit. It is not intended to change the status of units as they exist at the time of this agreement.

ARTICLE 2

IMPLEMENTATION OF THE AGREEMENT

Within ninety (90) days of the approval date of this Agreement, and upon certification of a new Unit or an amendment to an existing Unit, the Parties at the Local level will meet to discuss the terms and conditions of this Agreement. The Parties may develop necessary working arrangements for various Articles of this Agreement. The Parties may also schedule any necessary training or other mandated activities.

ARTICLE 3

DEFINITIONS

For the purpose of this Agreement, the terms listed below are defined as follows:

1. **Union:** Means the NFFE, the Forest Service Council, Local Unions, Local Officers of the Union, Union Stewards, and other authorized representatives designated by any of the above.
2. **Management:** Means all levels of Management to which the Forest Service assigns managerial or supervisory responsibilities. This term is equivalent to employer.
3. **Parties:** Means Management and Union collectively at the National level or any level of the Forest Service organization where NFFE, Forest Service Council, has recognition.
4. **Council:** Means NFFE Forest Service Council consisting of the President, Regional Vice Presidents, and Secretary-Treasurer or their designee.
5. **Chief:** Means Chief, Forest Service, USDA.
6. **Local Management:** Means Management of each individual National Forest, Job Corps Center, Regional Office, Research Station, Technology and Development Center, or Washington Office that has a NFFE Local Union.
7. **Local Union:** Means a Local of the National Federation of Federal Employees that represents a bargaining unit certified by the FLRA or as presently recognized by the parties. This Agreement has been negotiated to cover the professional and nonprofessional units as one unit.
8. **Employee:** Means an individual employed in the Forest Service who is included in a representative unit or otherwise recognized by the Parties during interim situations.
9. **Subordinate Agreements:** Any agreement negotiated by the Parties, other than this Master Agreement.
10. **Negotiation:** Means the mutual obligation of the Parties to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement with respect to conditions of employment.
11. **Midterm Negotiations:** Bargaining changes affecting conditions of employment during the life of this agreement which are not in conflict with this Agreement.

12. Emergency Situation: Means any situation that is temporary in nature, that poses sudden, immediate, or unforeseen work requirements as a result of natural phenomena or other circumstances beyond Management's reasonable control or ability to anticipate.

13. Grievance: Means any complaint -

- a. by any employee concerning any matter relating to the employment of the employee;
- b. by any labor organization concerning any matter relating to the employment of any employee; or
- c. by any employee, labor organization, or agency concerning:
 - (1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

14. Day: Unless stated otherwise, day means calendar day. If a due date falls on a Saturday, Sunday, or holiday, the next official workday will be considered the due date.

15. Union Official and/or Union Representative: Means a representative or designee of the NFFE Forest Service Council, any accredited National Representative of the NFFE, or the duly elected or appointed Union Representatives of a Local NFFE Union.

16. Service Computation Date: For purposes of seniority in this Agreement, Service Computation Date will be computed on the basis of Leave Service Computation Date.

17. Line Unit: Means a functional area supervised directly by a Line Officer including Ranger District, Research Project, Job Corps Center, or higher level.

18. Work Unit: Refers to the different functional parts of a line Unit.

EMPLOYEE RIGHTS AND OBLIGATIONS

The Parties agree to mutually establish and maintain an environment that promotes good workmanship, protects human dignity, assures equal treatment of employees, and maintains high standards of employee performance.

1. Each employee shall have the right to form, join, or assist any labor organization, or to refrain from any such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right. Except as otherwise provided, such rights include the right:
 - a. to act for the National Federation of Federal Employees in the capacity of a representative and the right in that Employees to heads of agencies and other officials of the Executive Branch of Government, the Congress, or other appropriate authorities;
 - b. to engage in collective bargaining with respect to conditions of employment through representatives chosen by employees, and;
 - c. to invest their money, donate to charity, and participate in similar types of activities freely and without coercion.
2.
 - a. An employee has the right to be represented by the Union at any meeting when the employee has a complaint concerning conditions of employment.
 - b. **Weingarten Right:**

An employee has the right (commonly known as the Weingarten Right) to be represented by the Union at any examination of the employee by a representative of the agency in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and the employee requests representation.
 - c. Employees will be provided, during the month of June, notification of the right to have Union representation at any Management initiated investigation that the employee feels may result in disciplinary action. Management will specifically advise all Special Agents and employees empowered to conduct an investigative interview, in writing annually, of the Union's coverage of the units they serve, the employees' right to request Union representation and their obligation to grant it before continuing. The Union will be invited to present their rights and responsibilities to the Law Enforcement community at any Regional Annual Law Enforcement meeting. The Union will also advise all bargaining unit members of their right to Union representation at any other times they determine it necessary. In accordance with Article 7, the Union may have access to Management's internal mail systems including electronic mail for supplementing this notice. In addition, Management will include the annual notification in the employee orientation package and will permanently post the notification on the Employee Information Bulletin Boards.

3. An employee may be represented by an attorney or other representative other than the National Federation of Federal Employees, of the employee's own choosing, in any appeal action not under the negotiated grievance procedure. The employee may exercise grievance or appellate rights which are established by law, rule, or regulation.
4. When exercising the above rights and other rights under this Agreement, employees will be granted a reasonable amount of official time for initiating, reviewing, preparing, and presenting the grievance.
5. Employees using official time will inform his/her supervisor of the approximate length of time needed and the location where the employee will be. If the employee cannot be released immediately due to work-related reasons pertaining to the mandatory short term coverage and/or the critical mission of the functional area, the employee will be released as soon as the mandatory work requirement is met or appropriate arrangements are made. Ordinary work load will not preclude the release of the employee. If a delay in releasing an employee involves a situation with a contractual time limit, the time limit will be extended equal to the delay.
6. This Agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations or Agency policies.
7. Management will not take reprisal actions against employees for the exercise of any appeal right granted by law, rule, regulation, or this Agreement.
8. Every employee has the right to be treated with common courtesy and consideration normal in an employer-employee relationship by supervisors and Management officials.
9. Employees shall have the right to engage in outside activities and employment of their own choosing, and otherwise conduct their private lives as they see fit, in accordance with the following guidelines:

Employees shall not: accept a fee, compensation, gift, payment of expense, or any other thing of monetary value in circumstances in which the acceptance may result in or create the appearance of conflicts of interest; engage in outside employment which tends to impair his/her mental or physical capacity to perform his or her job; receive any salary or anything of monetary value from a private source as compensation for his or her Government services. An employee may participate without prior approval in the activities of national or state political parties not proscribed by law, or from participating in the affairs of or accepting an award for a meritorious public contribution of achievement given by a charitable, religious, professional, social, fraternal, nonprofit educational and recreational, public service or civic organization.

An employee is required to seek advance approval of outside employment. This section is to be applied in a manner that is consistent with an employee's constitutional rights.

10. An employee may request reassignment at any time. Management will consider the request and will respond in writing within 30 days, stating the reasons for the decision. When the request is due to conflict with his/her work supervisor and the employee has tried to resolve the conflict, the employee may request the assistance and intervention of higher level Management. Management will intervene, as appropriate, and such intervention may include counseling, training, team building, details and reassignment as some of the methods of resolving the conflict.

11. Employees shall be kept informed of rules, regulations and policies under which they are obligated to work.

12. Employees shall not be given warnings or statements of disapproval, counseled on conduct or unacceptable performance, or given verbal warnings except in a setting that protects confidentiality. In special job related situations involving safety and/or well being of employees, immediate public admonishment is appropriate, e.g., co-worker harassment or safety violations.

13. Records maintained on an employee that are not maintained on a permanent basis, will be removed from official files in accordance with the Government's retention schedule unless otherwise specified in this Agreement. The records will be destroyed, or given to the employee upon the employee's request.

14. Management will not access an employee's D.G. profile unless such access is required for internal security purposes, e.g., for criminal investigations, or where management has reasonable cause to believe an employee is violating regulations in their use of the D.G.

Management will inform the employee when access is made for urgent work-related reasons and will access only work related documents. If the employee requests confirmation in writing, it will be given.

15. When a "last chance" or similar agreement is presented to an employee, the employee will be informed in writing that they may discuss the agreement with the Union before signing.

ARTICLE 5

UNION RIGHTS AND REPRESENTATION

1. Representation:

- a. The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for these employees. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.
- b. The properly designated officers or representatives of the NFFE Forest Service Council have the right to represent the employees within the entire bargaining unit in the Forest Service. Regional Vice Presidents (or their designees) have the right to represent employees within the bargaining unit in their regions. Local officers and representatives have the right to represent employees within their Local.
- c. The contact for the Chief's Office at the National level is the President, NFFE Forest Service Council. The Council representative may authorize the NFFE National Office to act on its behalf in any dealings with Management. Contact will be made by mail, telephone, or as otherwise mutually agreed.
- d. The Forest Service Council will provide Management with a list of names and DG addresses of all Forest Service Council officers.
- e. The Local Union will designate one Union representative and one alternate for each Local who will be the contact for Management to notify concerning conditions of employment. When a Local Union representative has not been designated, the Regional Vice President will be the alternate. In addition, the Union will designate their Regional Vice President, whose alternate will be the Forest Service Council President or his/her designee, who will be the contact for the Regional Forester concerning conditions of employment. In representative local units where there has been no representative designated, Management will tell employees with a complaint how to contact the nearest Regional Vice President.
- f. For the purpose of administration of this Agreement, Management agrees to recognize representatives of the NFFE National Office in lieu of or in addition to Local officials and officials of the NFFE Forest Service Council.

2. The Union has the right to represent an employee or group of employees in presenting a grievance or other appeal, or when raising matters of concern or dissatisfaction with Management. The Union has exclusive right to represent employees under the negotiated grievance procedure in this Agreement. An employee or group of employees may present a grievance without representation by the Union, provided that the Union is a party to all discussions and

grievance processing. In any case, the Local Union shall have the right to be present at the adjustment. The adjustment must be consistent with the terms of this Agreement. For written grievances, the Union will have access to all written responses upon request. The Union will be given copies of all decisions.

3. Union Representatives: The Union has the right to designate bargaining unit representatives. The designated Union representatives and their designation as points of contact will be given in writing to local Management. Local Management will recognize representatives designated by the Union.

- a. Union representatives will use the most economical efforts to resolve representational matters by use of telephones, mail, or telecommunications whenever practical in accordance with Article 7. Use of Government owned or leased vehicles for such representation will be in accordance with the provisions of Article 7.
- b. Recognizing the benefits of having Union representatives for each line organizational level, representative unit, official duty station, etc., the Local Parties may make appropriate arrangements for cost-efficient and effective representation. The provisions that follow constitute procedures established for contact purposes only. For representational purposes, the Union retains its right to choose representative(s) and will notify management accordingly:
 - (1) The Union will designate one Union representative and at least one alternate for each Local who will be the Union contact for Management concerning conditions of employment for the local management unit. If a Local does not have a representative designated in accordance with 1.e. above, Management is not obligated to notify or provide information or negotiate as provided elsewhere in this agreement for conditions of employment affecting the unit for which a representative has not been designated.
 - (2) Each Local Union may designate one chief steward for each local management unit (as defined in Article 3.6) plus at least one steward for each line organization below the management level who will be the Union contact for Management for grievances, formal discussions and investigative interviews for their designated area. When more than one steward has been designated for a line organization, the Union will inform Management as to which Steward will be the contact for specific matters. If a line organization has more than one shift or duty station, a steward or other representative may be designated for each shift or duty station.

4. Formal Discussions: The Local Union President or designee will be given reasonable notice of, and provided reasonable time to be present at formal discussions. A formal discussion is any meeting between one or more representatives of the Forest Service and one or more bargaining unit employees concerning any grievance, personnel policy or practice, or other general condition of employment. The Local Union will be given the opportunity to attend and participate when the Local Union deems appropriate. Examples of formal discussions include family meetings, TQM or similar meetings, grievance meetings (see Article 9), and orientation meetings (see Article 13).

5. Official Time: Union officials will be granted reasonable amounts of official time for contract administration of this Agreement and its supplements. These functions are reviewing Management's proposals concerning negotiations and changes in policies, practices, and matters concerning working conditions; performing representational functions; receiving, reviewing, preparing, and presenting grievances; handling complaints such as FLRA, MSPB, EEO, GAO, etc; preparing for negotiations; negotiating; preparing reports required by 5 U.S.C. 7120(c); and contacting other Union officers regarding aforementioned functions.

The Parties agree that administration of this Agreement is of mutual benefit. Therefore, when the parties agree, less than fulltime employees (Seasonal) in off-duty status who are needed to effectively resolve complaints and Labor Management issues will be paid appropriately as mandated by applicable law or case law for the time spent administering this Agreement.

Travel and per diem will be paid to designated Union officials who are employees and performing representational functions as specified in this agreement when the travel serves the convenience of the Forest Service or otherwise is in the interest of the government. Use of Government owned or leased vehicles for such Union official will be in accordance with the provisions of Article 7.

6. Procedure for Official Time: This is the procedure for release for official time where the Parties (including individual Union representatives and their supervisors) are not mutually agreeable to alternative arrangements on a continuing basis.

- a. A Union representative using official time will inform his/her supervisor of the approximate length of time needed and the location where the representative will be for representative functions. If the representative cannot be released immediately due to work-related reasons pertaining to mandatory short-term coverage and/or the critical mission of the functional area, the representative will be released as soon as the mandatory work requirement is met or other appropriate arrangements are made. Ordinary workload will not preclude the release of the representative. Delay of more than one day in release will be given to the employee in writing, explaining the reason for the delay. If a delay in releasing a representative for representational functions involves a situation with a contractual time limit, the time limit will be extended equal to the delay.

- b. When performing representational functions with employees at other worksites, the Union representative will notify the unit head or the immediate supervisor before visiting an employee(s). If the visit would unduly interfere with work requirements, the supervisor shall establish another time at which the Union official can visit the employee.

7. **Local Working Relations:** The Local Parties, especially Union representatives and first-line supervisors, are encouraged to meet as necessary to informally discuss and attempt resolution of matters of mutual concern including, but not limited to, employees' concerns or dissatisfactions and problems of Agreement interpretation and administration.

8. **Nonabridgement Clause:** The provisions of this Agreement shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of Management rights set forth in this Agreement through appropriate channels.

9. **Membership Drives:** Upon request and subject to normal security limitations, the Union shall be granted authority to conduct up to two membership drives at any location within a one (1) year period, up to 45 days duration each, before and after duty hours, and at break periods and lunch periods. Upon request, Management shall provide the Union with available, reasonable and visible space, tables, bulletin boards, and easels for use in such drives. Internal mail distribution facilities shall be made available in accordance with Article 7.

10. **Restraint:** There shall be no restraint, coercion, or discrimination against any Union official because of the performance of duties in consonance with this Agreement and the Act, or against any employee for filing a complaint or acting as a witness under this Agreement, the Act, or applicable regulations.

11. **Union Representation at Fire Camp:**

- a. Officers of the NFFE Forest Service Council or their designees have the right to represent bargaining unit employees at all fire camps. The Forest Service Council may designate a sufficient number of representatives, to assure up to 24 hour coverage, based on representational need, at any fire camp where Forest Service employees are present.
- b. The need for an on site Union representative(s) will be based upon anticipated or actual representational workload. If the RVP or designee determines a need to send a Union representative(s) to a fire camp, he/she will contact the Regional Employee Relations Officer or designee. They will make arrangements for dispatch of the specified Union representative(s) designated by the RVP or designee to the fire. When a representative is dispatched, dispatch will be through the regular fire dispatch channels. Initially, one Union Representative may be dispatched. Based on anticipated or actual representational workload, additional Union Representatives may be dispatched to the fire.

- c. When a fire has reached a level of 300 individuals on a Forest Service fire or 300 Forest Service employees on other than a Forest Service fire, and a firecamp has been established, the Regional Vice President or designee will be notified. Notification to the Union will be within 24 hours after staffing reaches 300. That notification will inform the RVP or designee of the location of the fire, and the name of the Incident Commander. The Incident Commander will be notified of the name and DG address of the RVP or designee.
- d. If no representative(s) is dispatched to the fire, the RVP's or designee's name, telephone numbers, and DG address will be conspicuously posted in fire camp(s). If the need arises for an employee to contact the RVP, facilities will be made available to make this contact.
- e. Union representative(s) will check in with the Finance Chief or Comptroller on arrival at the fire camp, and will inform the Finance Chief or Comptroller when the representative(s) leave.
- f. Where there is a grievance arising from a situation on a fire, the time limit for raising that issue to the appropriate official will not begin to run until the day after the employee returns to his/her official duty station. If the grievant is dispatched to another fire or temporary duty assignment which prevents him/her from preparing and presenting a grievance in a timely manner, the time limit will be extended as stated in the first sentence of this paragraph.

ARTICLE 6

MANAGEMENT RIGHTS

1. **Government Regulations:** In the administration of all matters covered by this Agreement, the Parties and the employees are governed by existing or future laws.
2. **Rights Retained:** Management retains the right:
 - a. to determine the mission, budget, organization, number of employees, and internal security practices of the Agency, and
 - b. in accordance with applicable laws:
 - (1) to hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;
 - (2) to assign work, to make determinations with respect to contracting out, and to determine the personnel by which Management's operations shall be conducted;
 - (3) with respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and
 - (4) to take whatever actions may be necessary to carry out the Agency mission during emergencies.
3. Subject to specific delegations of authority within the agency, negotiations may take place, at the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work.
4. The exercise of Management's rights does not abrogate the Union's right to negotiate the procedures which Management will observe and negotiate appropriate arrangements for adversely affected employees, nor does it affect grievance rights as established by Article 9.

ARTICLE 7

USE OF OFFICIAL FACILITIES AND SERVICES

Notice: Article 7 is the subject of an impasse before the Federal Services Impasses Panel. This Article is the same as that which appears in the previous Master Agreement and will remain in effect until the pending impasse is resolved. At that time, this Article will be replaced by a revised Article 7.

The Union shall be responsible for the proper use and care of the facilities, services, and equipment provided in this Article.

The Forest Service agrees to provide reasonable office space and equipment, including telephone service and telecommunications (Data General, etc.) to the Union.

The Union office space made available, including equipment use, shall be reasonably private and secure to assure confidentiality of records and conversations.

Upon the request of either Party, negotiations will include additional details, if necessary, on the size, location, privacy and security of space, use of materials and equipment, and use during nonwork hours.

1. Data General:

- a. Data General profiles or drawers used by Union representatives for representational purposes shall be confidential. Management will not initiate access of any Union profiles except for internal security investigation or deleting the profile. Prior to deletion the Union will be notified and be given an opportunity to be present.
- b. While preserving already negotiated Regional file drawers, Forest Service will establish for each Local a Union public drawer for which the Local will have exclusive input and edit access. The size of the drawer will be locally negotiated. As a maximum, three persons within the Local can be provided edit access. Union is responsible for assuring that only official Union business and/or items of interest to bargaining unit employees are filed in the information center drawer. Flyers of social events and announcements of a personal nature will not be input into this DG space. Forest Service agrees to publish, for a period of two weeks, a notice to bargaining unit employees announcing the establishment of the Union information center drawer.
- c. The Union will be allowed to use telecommunications (DG) to communicate with other Locals and Forest Service Council Officers. This use will include, but not be limited to:
 - (1) Sharing information
 - (2) Bulletin board type information such as Union meetings, etc.
 - (3) Newsletters of general interest to employees
 - (4) Gathering data to investigate and/or pursue a complaint or preparing for negotiations.

There will be no use of the telecommunications for the conduct of internal Union business on official time.

2. Mail Service: The internal mail distribution service of Management shall be available for reasonable use by the Union. [Certain language is before the FLRA on a negotiability appeal. If found to be negotiable, it will be included in the agreement.]

3. Bulletin Boards: Bulletin board space of at least 24" x 36" for posting notices and literature, limited to NFFE Local use only, will be available at each location where there is an employee information bulletin board.

Additional bulletin boards and/or space may be negotiated at the Local level.

4. List of Employees: The Forest Service agrees to furnish to the Local Union, usually not more than quarterly, an up-to-date list of employees in the organizational unit showing name, position, title, LMR code, FLSA code, and official duty station as requested by the Local. Additional information, including home addresses will be furnished upon request on a case-by-case basis in compliance with the Privacy Act and case law.

5. Publications: Management agrees to provide to Union representatives and employees reasonable access to publications such as the Forest Service Manual, Federal Personnel Manual Handbooks, Position Classification Standards, and other publications available in offices of the Forest Service. One set of the FSM and Handbooks dealing with personnel policies and practices and working conditions and related FSM materials will be provided to NFFE Forest Service Council upon request in addition to the set provided at NFFE National Headquarters. When the availability of the above information changes, it is an appropriate subject for impact and implementation bargaining under Article 11.

6. Use of Government-owned or leased vehicles: For the purpose of this Agreement:

- a. Government-owned or leased vehicles may be used for Local representational functions for which official time will be used provided:
 - (1) a vehicle is available;
 - (2) the Union representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.;
 - (3) a more economical and efficient method of transportation is not available.
- b. Where a Government-owned or leased vehicle cannot be provided within a reasonable amount of time, use of a privately owned vehicle is authorized and mileage will be paid.
- c. Government-owned or leased air and/or water transportation may be used for Local representation functions for which official time will be used provided:

- (1) a seat is available at no additional cost;
- (2) the Union representative has made reasonable efforts to resolve the matter through the use of telephones, mail, etc.;
- (3) a more economical and efficient method of transportation is not available.

7. Forest Service Council officers may negotiate provisions for use of office space and equipment in accordance with the provisions of this Article.

8. The following matters may be negotiated locally on request of either Party:

- a. parking;
- b. lunchtime meetings;
- c. lunch and break-room facilities and arrangements;
- d. facilities for day care centers per Public Law 99-190;
- e. facilities for dependent care centers if allowed by law or regulation;
- f. physical fitness centers provided through Wellness Committee.

9. The Local Union may negotiate the impact and implementation of changing office/work facility conditions before those plans are presented for implementation. Local Parties should make a concerted effort to address changing office/work facility conditions in the planning stage. The Local Union will be allowed to review any office/work facility lease agreements prior to Forest Service signing.

ARTICLE 8

LABOR MANAGEMENT RELATIONS COMMITTEES

Upon request of either Party at the Local level, a Labor Management Committee may be established through the negotiation process. The purpose of such Committees will be to discuss the administration of this Agreement and other matters of local concern such as RIF, Incentive Awards, EEO, Contracting Out, and Training. The negotiations must also include procedures for dissolving the Committee when it is found not to be meeting its primary purpose of promoting better communications between the Parties.

ARTICLE 9

GRIEVANCE PROCEDURE

1. **Common Goal:** The purpose of this Article is to provide a mutually acceptable method for the prompt resolution of grievances filed by the Parties and/or employees. The Parties agree that most grievances and complaints should be resolved in an orderly, prompt, and equitable manner that will maintain the self-respect of the employee and be consistent with the principles of good management and public interest.

2. **Definitions:** Grievance means any complaint:

- a. by any employee concerning any matter relating to employment of the employee;
- b. by any labor organization concerning any matter relating to employment of any employee; or
- c. by any employee, labor organization, or agency concerning -
 - (1) the effect or interpretation, or a claim of breach, of a collective bargaining agreement; or
 - (2) any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

3. **Exclusions:** This grievance procedure does not apply to:

- a. any claimed violation of 5 U.S.C. Chapter 73, subchapter III, relating to prohibited political activities (Hatch Act);
- b. retirement, life insurance, or health insurance;
- c. a suspension or removal under 5 U.S.C. 7532 (national security reasons);
- d. any examination, certification, administered by Office of Personnel Management;
- e. appointments;
- f. the classification of any position which does not result in the reduction in grade or pay of an employee;
- g. reduction-in-force or furloughs of more than thirty (30) days;
- h. separations during a probationary or trial period, (This exclusion shall be null and void should a change in case law occur which approves or provides for grievances of this nature.)

- i. separation or reduction in grade taken against specific employees who have no statutory right to appeal those adverse personnel actions to the MSPB; (This exclusion shall be null and void should a change in case law occur which approves or provides for grievances of this nature.)
- j. Bills of Collection issued to employees, which are covered by special process in Article 22, Section 7;
- k. collections from accountable officers (unless case law make it grievable).
- l. claims under the Fair Labor Standards Act;

For those matters that are grievable, this procedure shall be the exclusive procedure for the Parties and employees. However, nothing in this section shall prevent employees from exercising the option of appealing adverse actions or actions for unacceptable performance to the Merit Systems Protection Board or processing any prohibited personnel practice defined in law through the statutory appeal process, provided that the employee has not filed a grievance in writing on the matter in accordance with this Agreement. In the event MSPB accepts the appeal of an employee who has filed a grievance in writing, the grievance will be cancelled.

4. Resolution:

- a. Most grievances arise from misunderstandings or disputes which can be resolved promptly and satisfactorily on an informal basis. In order to resolve grievances at the lowest level, the participants are encouraged to have open discussions. However, discussions prior to and throughout the grievance process do not extend any time frames unless mutually agreed to in writing.
- b. Management will cancel an employee's grievance at the employee's request, or upon termination of the employee's employment with the Agency, unless personal relief to the employee may be granted after termination of employment, or upon the death of the employee unless the grievance involves a question of pay.

5. Application: A grievance may be filed by an employee or a group of employees, by the Union, or by Management. Only the Union, or a representative designated by the Union, may represent employees in such grievances. However, any employee or group of employees may personally present a grievance and have it resolved without representation by the Local Union provided that the Local Union will be given an opportunity to be present at all formal discussions in the grievance process. Any resolution must be consistent with the terms of this Agreement. Upon request of either Party, the number of representatives at representational meetings will be equal. Management will approve additional Union representatives when reasonably appropriate. The Parties agree to keep the number of participants at the meetings to a necessary minimum.

6. Employee and Union Procedure:

- a. Grievances taken in response to a written decision letter notifying the employee of an action under 5 U.S.C. 7512 (Adverse Actions) or 5 U.S.C. 4303 (Unacceptable Performance) must be filed in writing within thirty (30) days of receiving the decision letter as a Step 3 grievance.
- b. **Step 1:** The complaint will be taken up in writing by the grievant and/or the assigned Union Representative with the first line officer or equivalent ie. District Ranger, Staff Director, Center Director, RO/WO Group Leader, Project Leader or Nursery Superintendent, within thirty (30) days unless the grievant could not reasonably be expected to be aware of the incident.

The written grievance will identify the nature of the grievance, a summary of the issues, and the relief requested.

A written decision will be transmitted to the grievant and Union within twenty-one (21) days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 2.

- c. **Step 2:** If the grievant is dissatisfied with the resolution given in Step 1, the grievant may submit the grievance in writing within twenty one (21) days after receipt of the decision of the Step 1 grievance to the following appropriate official:

National Forests and Job Corps C.C.C.: Forest Supervisor
Washington Office: Staff Director or equivalent
Regional Office: Staff Director or equivalent
Research Unit: Assistant Director or equivalent
Technology and Development Center. . . WO Engineering
Staff Director

The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 2 will include the information required under Step 1 above and a copy of any letter or document being grieved.

A meeting may be held to resolve, discuss, or clarify facts and issues that may impact the decision, when mutually agreed by the Parties. When the meeting would require the Parties or the grievants to leave the Local Unit, telecommunications may be used at the option of either party.

A written decision will be transmitted to the grievant and Union within twenty-one (21) days after the written presentation of the grievance. Included within such decision shall be a statement indicating the grievant's right to submit a grievance to Step 3.

- d. **Step 3:** If the grievant is dissatisfied with the decision given in Step 2, the grievant may submit the grievance in writing within twenty-one (21) days after receipt of the decision of the Step 2 grievance to the following appropriate officials.

National Forests, Job Corps C.C.C., and
Regional Offices: Regional Forester
Washington Office and Technology and Development
Center: Deputy Chief for Administration
Research Unit: Station Director or Director,
Forest Products Laboratory

The written grievance will specify unresolved issues and the relief requested. Grievances beginning at Step 3 will include the information required under Step 1 above and a copy of any letter or document being grieved.

A meeting may be held to attempt to resolve the grievance when mutually agreed.

The official listed above shall render a written decision to the grievant and the Union within thirty (30) days of receipt of the Step 3 grievance. This decision shall be the final Agency decision on the grievance. This decision shall be a statement indicating that if the grievance is not resolved, the Union may refer the matter to arbitration in accordance with Article 10.

- e. If in any step of the grievance procedure it is determined that the Management official does not have the authority to resolve the grievance, the grievant will be informed and the grievance will be forwarded to the proper official. This will fulfill the grievant's obligation to meet the timetable set up in the grievance procedure, but it will not be considered as one of the steps. Any grievances starting at the Step 2 level that are not resolved, may proceed to the final Step 3 level. Any grievances filed with the Regional Forester or equivalent at the first step that are not resolved may proceed to the Deputy Chief for Administration, Washington D.C., as a Step 3 grievance.

7. Local Management Grievance Procedure:

- a. **Step 1:** The Local Manager will notify the Local Union President or other designated Local official of a potential grievance. This notification must be made within fourteen (14) days of the incident that gave rise to the potential grievance unless Management could not reasonably be expected to be aware of the incident by such time. In that case, the notification must be given within fourteen (14) days of the date that Management should have become aware of the incident. Within seven (7) days, the Parties will meet to discuss the facts surrounding the grievance and will attempt to resolve it. If not resolved, the Local official shall respond in writing to the Local Manager within fourteen (14) days of the meeting.

- b. **Step 2:** If not resolved at Step 1, the Local Manager may submit the grievance to the Forest Service Council Grievance Committee within fourteen (14) days after receipt of the written response in Step 1. The Forest Service Council Grievance Committee will make a decision in writing to the Local Manager within fourteen (14) days of receipt of the Step 2 grievance.
- c. **Step 3:** In the event satisfactory resolution is not achieved, the Local Manager may submit the grievance to the NFFE Forest Service Council President. The Step 3 grievance must be submitted in writing within fourteen (14) days after receipt of the decision on the Step 2 grievance. A copy of the Step 2 decision will be attached. The NFFE Forest Service Council President will make a decision in writing to the Local Manager within thirty (30) days of receipt of the Step 2 grievance.
- d. **Step 4:** In the event satisfactory resolution is not achieved, the Management official designated to receive Step 3 grievances in Section 6d may elect to proceed to arbitration in accordance with the provisions of Article 10.

8. Procedure for the National Parties: Per Section 2 above, either the Union or Management may present a grievance to the other party. The National Parties, the Deputy Chief for Administration, or the President of the NFFE Forest Service Council may present a grievance to the other Party within twenty one (21) days of the date of a grievable occurrence or the date when the Party could have reasonably been aware of the occurrence. The grievance may be presented orally or in writing. The Parties will meet or otherwise communicate within fourteen (14) days after receipt of the grievance. The receiving Party will respond in writing to the grieving party within thirty (30) days of the meeting. In the event satisfactory resolution is not achieved, the grieving Party has the right to refer the matter to arbitration in accordance with Article 10, Arbitration.

9. Time Limits: Time limits in this Article may be extended by mutual consent of the Parties. In the event that the grievance is mailed or sent by DG (electronic mail), the receipt date shall be the date of mailing plus three (3) days. The Parties agree to respond to the grievance within the time frame allowed. However, if the Parties are unable to respond within the time frames, the reason for the delay will be stated, and an automatic 7 (seven) day extension of the time limits will be granted. When information is requested from a Party which is needed to process a grievance or determine if a grievance exists, the time limits will be extended equal to the amount of time required to receive the information. Failure by the grievant to meet time limits, or to request and receive an extension of time, shall automatically cancel the grievance, unless mitigating circumstances prevail. Failure of the responding official to meet time limits, or to request and receive an extension of time, shall result in the responding party's liability for the arbitrator's fees and expenses.

ARBITRATION

1. **Right to Arbitration:** If the decision on a grievance processed under the negotiated grievance procedure is not acceptable, the issue may be submitted to arbitration. The request to refer an issue to arbitration must be in writing, signed by the President of the NFFE Forest Service Council, the Local Union President, or the appropriate Management official at Step 3 under Article 9, Section 6, and submitted to the other Party within thirty (30) days following receipt of the decision by the aggrieved Party.

The Party invoking arbitration may opt to postpone the arbitration hearing date if that Party has filed an Unfair Labor Practice charge alleging information relevant to the case has been withheld until the FLRA has rendered its decision.

2. Where there are a number of grievances concerning the same issue, the National Parties will review the issue and may mutually agree to combine the grievances for a precedential decision by the arbitrator.

3. **Selecting the Arbitrator:** Unless otherwise agreed, the invoking Party will submit a request within seven (7) days to the Federal Mediation and Conciliation Service and/or the American Arbitrators Association for a list of seven (7) impartial persons qualified to act as arbitrator. Within fifteen (15) calendar days after receipt of such list, Management and the Local Union and/or the Council shall confer to select an arbitrator. If the Parties cannot agree on an arbitrator from the list, each Party shall strike one name in turn from the FMCS or AAA list. The determination of which Party shall strike first from the list will be determined by the flip of a coin. After each Party has struck three names from the list, the remaining person shall serve as the arbitrator. If the responding party fails to participate in the selection process, the invoking party will make a selection of the arbitrator from the list.

4. **Submission:** Each Party shall submit a separate statement to the arbitrator who shall determine the issue to be heard. The Parties may agree to a joint submission.

5. **Fees and Expenses:**

- a. The arbitrator's fees and expenses shall be borne by the losing Party, except that in any decision not clearly favoring one Party's position over the other, the arbitrator may specify that all costs should be borne equally by the Parties.
- b. If a clarification of an arbitrator's decision is necessary, the requesting Party will pay for the additional arbitration fees and expenses. The arbitrator will be requested to complete the clarification within thirty (30) days. If jointly requested, the costs will be shared.

- c. An employee who is found to have been affected by an unjustified or unwarranted personnel action, which has resulted in the withdrawal or reduction of all or part of the pay, allowances, or differentials of the employee, is entitled, on correction of the personnel action, to receive reasonable attorney fees related to the personnel action, awarded in accordance with standards established under 5 U.S.C. 7701(g).
- d. The arbitration hearing will be held, if possible, on Management's premises and during the regular shift hours. The grievant and any employee called as a witness will be excused from duty to the extent necessary to participate in the official proceedings with pay and travel expenses as authorized in Agency travel regulations. Questions raised as to whether a witness is necessary will be resolved by the arbitrator. If travel expenses would be incurred for a witness to attend a hearing, questions raised as to whether the witness is necessary will be resolved by the arbitrator prior to the hearing. An equal number of Union representatives, employed by the Forest Service, will be entitled to official time, travel, and per diem expenses as there are Management representatives.

Employee participants on shifts other than the regular day shift will be temporarily placed on the regular day shift for the week(s) of the hearing in which they are involved.

6. Authority:

- a. The arbitrator's authority is limited to the adjudication of issues which were raised in the grievance procedure. The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of his Agreement, or any supplement thereto.
- b. In considering grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board (MSPB), the arbitrator shall be governed by section 7701(c)(1) of Title 5, United States Code, and, to the extent applicable, by the precedential decisions of MSPB.

7. Grievability/Arbitrability Determinations: The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Threshold questions of arbitrability shall be heard by the arbitrator on the same hearing date as the hearing on the merits of the case, unless otherwise agreed by the parties.

8. Arbitration Process:

- a. The process to be utilized by the arbitrator may be expedited or a formal hearing.
- b. The Parties may mutually agree to expedited arbitration or a formal hearing. If the Parties do not agree on the process, a formal hearing shall be held.

- c. Upon selection of the arbitrator in a particular case, the respective representatives for the Parties will communicate with the arbitrator and each other in order to select a mutually agreeable date for the arbitration hearing. The Parties will endeavor to schedule the hearing within forty-five (45) days after arbitration is invoked. If the parties are unable to mutually agree and schedule a hearing date within forty-five (45) days, the arbitrator will select a date.

If the arbitrator is not available within the time frame, the Parties shall agree either to extend the time frame or select a different arbitrator.

- d. **Formal hearing:** A submission to arbitration hearing should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.
- e. The arbitrator will be requested to render the decision and remedy to the Parties as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the process as described above unless the Parties otherwise agree.
- f. The arbitrator's decision shall be final and binding, unless an exception is filed with the Federal Labor Relations Authority. If no exception is filed, the arbitrator's decision and remedy will be implemented. An exception to the arbitrator's decision may be filed in accordance with FLRA regulations.

9. Expedited Arbitration:

- a. A stipulation of facts to the arbitrator can be used when both Parties agree to the facts at issue and hearing would serve no purpose. In this case, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- b. An arbitrator inquiry may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he/she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.
- c. **Mini-arbitration:** In the case, an oral hearing will be held. The arbitrator will prepare a brief summary of the facts and render a decision with a summary opinion. The Parties may mutually agree to eliminate the summary opinion.

10. **Transcripts:** The cost of a transcript requested by one Party for its exclusive use and not shared shall be borne by the requesting Party. If it is mutually agreed to request a transcript, the cost will be borne equally.

11. **Exceptions:** Either Party may seek judicial review of the arbitrator's decision on matters which could have been appealed to the Merit Systems Protection Board during the thirty (30) day period beginning on the date the award is served on the party.

ARTICLE 11

NEGOTIATIONS

1. Mid-term Negotiation: In the spirit of bilateral relationship, the Parties agree that changing conditions will create a need for both the Forest Service and the Union to propose midterm negotiations. The Parties may propose changes in conditions of employment not in conflict with this Agreement.

If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement with respect to the proposed changes to conditions of employment. Management may implement changes in conditions of employment, not in conflict with this Agreement, after the Union officials at the Management level proposing the change have been notified in writing of the changes and given the opportunity to bargain, including conclusion of mediation and impasse procedures.

Any question of validity or noncompliance of a Regional or Local Agreement to the Master Agreement may be submitted by either Party to the National Parties for resolution. A decision will be made by the Parties within thirty (30) days. If the Parties are unable to agree as to compliance or validity, either National Party may submit the issue to Arbitration, in accordance with Article 10.

Management agrees that it will not unilaterally implement change in personnel policy or practices or conditions of employment, except for emergencies or delay of the effective date of law.

2. Subordinate Agreements: The Master Agreement is controlling, and neither the Union or Management may negotiate nor implement any change which conflicts with this agreement. Only the National Parties may reopen the Master Agreement during its term, and only upon mutual consent.

Agreements derived from midterm negotiations shall not duplicate, conflict with, nor otherwise be inconsistent with the Master Agreement.

Unless the Union at the appropriate level notifies management within 6 months of the effective date of this Agreement that they wish to renegotiate or extend existing subordinate agreements, the subordinate agreements shall be terminated. It is understood that any change in conditions of employment after termination of subordinate agreements shall be negotiated.

3. Negotiations Procedure: Negotiation procedures are as follows:

- a. **National Level:** Management will furnish written proposals delineating proposed changes affecting conditions of employment to the Council Negotiations Committee, the Council President, and the NFFE National Office. The Council Negotiation Committee Chair has up to forty-five(45) days after receipt of the proposed change to request mid-term negotiations by presenting written proposals to Management.

Using the same procedures and time frames, the Chair of the Council Negotiations Committee will submit written Union initiatives to the Washington Office Labor Management Relations Specialist.

- b. **Regional Level:** Management will furnish written proposals delineating proposed changes affecting conditions of employment to the Regional Vice President and Chair of the Regional Negotiation Committee. The Union has up to thirty (30) days after receipt of the proposals to request mid-term negotiations by presenting written proposals to Management. Using the same procedures and time frames, the Union will submit written Union initiatives to the Regional Labor Management Relations Specialist.
- c. **Local Unit Level:** Local Management will furnish written proposals delineating proposed changes affecting conditions of employment to the Local Union President and chair of the Local Negotiation Committee. The Local Union has up to thirty (30) days after receipt of the proposal to request mid-term negotiations by submitting written proposals to Local Management.

Using the same procedures and time frames, the Union will submit written Union initiatives to the appropriate Management official.

- d. **Time Limits:** When data is requested from the other Party, the time limits will be automatically extended to that equal to the number of days it takes to receive such data. The Parties agree that data requests will be prudent and necessary to respond to the proposal.
- e. **Ground Rules for Mid-term Negotiations:** Union negotiators in numbers equal to the number of Management negotiators will be entitled to official time. Travel and per diem will be paid for the negotiators. Additional ground rules can be established by the parties prior to negotiations. Such ground rules can include additional face-to-face meetings, mail or electronic mail as agreed by the Parties.
- f. **Further Negotiations:** Proposals may be initiated at any level in accordance with this section. Memoranda of understanding shall state whether or not negotiations can take place at the lower organizational level(s).
- g. **Printing and Distribution:** The printing and distribution of agreements to Union officials and Management will be the responsibility of Management, unless otherwise agreed.

4. **Responsible Parties:** Midterm negotiations will occur at the proposing level unless otherwise agreed.

5. **Disputes and Impasses:**

- a. **Disputes:** If Management believes a written Union proposal is non-negotiable, it will raise the issue of negotiability in a timely fashion at the early stages of the negotiation process so that attempts can be made to cure any negotiability problems. The Union will be provided on request with a written statement of the rationale for a claim of non-negotiability. The Union may submit a negotiability appeal to the FLRA in accordance with applicable regulations.
- b. **Impasses:** In the event of an impasse at the Local or Regional level, the impasse will be submitted to the National Parties for resolution. The National Parties will resolve the dispute within 30 days. In the absence of such resolution, either National Party may request the Federal Services Impasses Panel (FSIP) to consider the matter, or by mutual agreement, may refer the matter to binding arbitration in accordance with Article 10. In the event of an impasse at the National level, either Party may request the FSIP to consider the matter.

6. **Past Practices:** Privileges of employees which by custom, tradition, and known past practice have become an integral part of working conditions shall remain in effect unless modified pursuant to negotiations.

ARTICLE 12

PRENOTIFICATION FOR UNFAIR LABOR PRACTICE CHARGE

1. The Parties agree that prior to filing an unfair labor practice (ULP), the charging Party will serve written notice of the alleged ULP charge on the other Party. If the charged party requests the opportunity to discuss the issue(s), the parties will attempt resolution within five working days unless more time is mutually agreed to.
2. The Parties will have full authority to mutually agree to any procedures necessary for resolution.
3. Amendment of the ULP charges on the same issue will not necessitate a new prenotification of said charges.

ARTICLE 13

ORIENTATION OF EMPLOYEES

1. All new employees shall be informed by Management that the Union is the exclusive representative of employees in the unit. When the Union supplies Management a Union packet, it will be included in the orientation package for the employees. All applicable subordinate agreements as identified by the Local parties may be included in the packets at the Union's request.
2. Representatives of the Union will be granted a period of time to speak at orientation sessions which are held for employees. Such time will normally not exceed one hour, although additional amounts may be negotiated on the local level. The Union will receive a reasonable notice of at least seven (7) days prior to the session(s).
3. Upon request, but not more frequently than biweekly, the local Union will be given a list of all employees added to the bargaining unit for the period requested.
4. Union representatives may, if desired, remain in attendance during all of the orientation session(s) while conditions of employment are discussed.
5. Representatives of the Union will be afforded a period of time, to be mutually agreed upon, to speak at sessions, if any, held on the Regional or National level for bargaining unit employees when working conditions or employee rights and benefits will be discussed.
6. Further details of Union participation in the orientation process may be negotiated at the local level.

POSITION DESCRIPTION

1. **Policy:** Each employee shall have a position description which is accurate as to title, series, and grade, and clearly states major duties which are reflected in performance elements. A position description is deemed to be accurate when the principle duties, knowledge requirements, and supervisory relationships are described and it covers eighty (80) percent or more of the work situation. All major duties must be covered in the eighty (80) percent or more of the work situation. The term "major" means a task that is grade or series controlling, or a task that takes five (5) percent or more of an employee's time which the employee requests to be included in the position description. The position description shall be reviewed annually by the employee and work supervisor.

2. **Position Description Review Procedure:** Any employee who feels that he/she is performing duties outside the scope of their position description, or that it is otherwise inaccurate, may make a written request to their immediate supervisor that the position be reviewed. The employee shall make a summary of the inaccuracies and/or additional duties not described. The position is then to be reviewed and the findings presented to the employee within thirty (30) days of the employee's request for review. In conducting such reviews, the reviewer will consider the employee's written and oral comments. Management shall refrain from temporarily reassigning an employee's work during the position description review if the sole purpose for reassigning the work is to avoid reclassification of the said employee's position. The employee may have Union representation during any discussions related to the review. If the employee is not satisfied with the results of the review, he/she may grieve in accordance with Article 9.

3. **Position Classification Review Procedure:** When the accuracy of a position description has been established and the employee believes it is not properly classified, he/she may request a position classification review or the rights and process for appeal from Management. If the employee requests a position classification review from Management, Management's intent is to make the review within sixty (60) days of the employee's request for review. The classifier will consider the employee's written and oral comments. The employee may have Union representation during any discussions related to the review. The findings will be reported in writing or by DG to the employee no later than ninety (90) days from the date of the employee's request for review. The employee may appeal the results of the position classification review. The employee may use the USDA or the Office of Personnel Management classification appeal procedures. Management shall refrain from temporarily reassigning an employee's work during the position classification review if the sole purpose for reassigning the work is to avoid reclassification of the said employee's position.

4. Noncompetitive Promotions: If a review of a position or position description reveals that there has been an accretion of duties which would result in the classification of a position at a higher grade, Management may decide to eliminate and/or redistribute the grade-controlling duties or the employee will be promoted per Article 16 (Noncompetitive Promotion). If Management eliminates and/or redistributes the grade controlling duties of an employee, the employee will be notified of his/her right to grieve. If management decides to promote the employee, he/she will be promoted at the beginning of the first pay period after the position has been classified at the higher level. In the event the promotion is delayed, Management will inform the employee of the reason for the delay and the pay period that the promotion will take effect. The employee will also be informed of his/her right to grieve in accordance with Article 9.

5. New or Revised Position Descriptions:

- a. When an employee is assigned additional major ongoing duties not reflected in his/her position description, Management will revise the position description to reflect the changes in accordance with Section 1 above.
- b. When a new position description has been approved and classified, the supervisor and the employee will review and discuss said position description. The employee may have Union representation at such discussion.

ARTICLE 15

PERFORMANCE MANAGEMENT SYSTEM

1. Management and the Union recognize the right and obligation of Management to evaluate the performance of employees in accordance with Chapter 43 of Title 5, United States Code, 5 CFR 430 and DPM 430. The review of the Performance Management System and its application is a proper matter for consideration by the unit's Labor Management Relations Committee.

2. The establishment of performance elements and standards will be a joint planning and communication process between the employee and the rating supervisor. It is the rating supervisor's responsibility to ensure that performance elements and standards are developed and communicated in writing to the employee annually, no later than November 1, or within thirty (30) days after change of position. The performance elements and standards shall be documented on the appropriate form and signed by the employee and rating supervisor. Performance elements identified as critical elements will be so noted. Further amendments may be made during the rating year, and these amendments will be noted with the employee and rating supervisor initials. The employee's signature or initials only means that the employee has received a copy.

3. Performance standards and critical elements must be consistent with the duties and responsibilities contained in the employee's position description. They must permit the accurate evaluation of the job performance. To the greatest possible extent, objective criteria will be used. They must be applied fairly and equitably.

4. The rating supervisor will be an individual with administrative authority for the employee and who has direct knowledge of the employee's work performance. Performance rating officials may consider work-related factors beyond the employee's control.

A rating official must modify his/her expectations for the levels of productivity and timeliness to adjust for time spent on Union activities, in accordance with Article 5, for employees administering this Agreement in addition to their regular duties.

5. At least one performance element of an employee's position will be listed as a critical element for purposes of performance appraisal; however, not all elements shall be identified as critical elements.

6. **Applications:** For the purpose of this Article, application means the assignment to the employee of the work described in the performance standards and/or the evaluation of the employee under those performance standards. The application of the performance standards and elements to employees having the same rating supervisor and like duties and responsibilities will be done in a fair and equitable manner.

a. The rating given employees shall be fair and equitable and prepared in accordance with the following:

(1) The rating supervisor will discuss the employee's work performance with the employee in private surroundings at least once every six (6) months, no later than April 1 and November 1, or at a midpoint range of the appraisal period when a position change occurred after the beginning of the fiscal year.

(2) If the rating supervisor has identified shortcomings in the employee's performance, the employee shall be notified when the problem is perceived and at the six (6) month or midpoint discussion. The rating supervisor will state what he/she will do to assist the employee and suggest ways for the employee to improve the quantity, quality, and/or timeliness of work in order to more satisfactorily perform duties at expected levels.

When such discussions are documented by the rating supervisor, a copy of that documentation will be given to the employee.

(3) The rating of record will be documented on the appropriate form and include, to the extent feasible, the backup information for the record.

7. The rating period will correspond with the fiscal year and the rating will be given no later than November 20.

8. When information meetings on the Performance Management System (PMS) and the application of this Agreement to the PMS will be conducted for employees, the Union will be given time to speak at the meeting.

9. **Withholding a Within-Grade Increase:** Level of competence determinations will be made in accordance with 5 CFR 531.4, Subpart D and DPM 430 and 531.

- a. Advancement to the next higher step of the employee's grade shall be automatic when the employee has:
 - (1) completed the waiting period;
 - (2) not received an equivalent increase during the waiting period;
 - (3) a current summary rating of at least fully successful.
- b. Prior to withholding a within-grade increase, the employee must be advised in writing that his/her performance must be improved and the employee must be given a reasonable opportunity to raise the summary rating to the fully successful level. The written notification will advise the employee of those aspects of performance in which the employee must improve and what the employee must do to be granted the within-grade increase. If the employee's performance does not improve during this period, the employee shall be notified in writing the reasons for withholding the within-grade increase. The written notification will inform the employee that he/she can request reconsideration of the negative determination, and that the matter is not grievable until after reconsideration.
- c. An employee may request reconsideration of a negative determination by filing, not more than fifteen (15) days after receiving notice of determination, a written response to the negative determination setting forth the reasons. Management shall reconsider the determination. When a negative determination is sustained after reconsideration, an employee shall be informed in writing of the reasons for the decision and of his/her right to grieve the decision. The grievance will begin at Step three (3) within twenty-one (21) days after the employee receives the reconsideration decision letter since the reconsideration decision is considered the equivalent of Step two (2) in the grievance procedure. The grievance rights will be described in the reconsideration decision letter.

The employee may choose to have Union representation in requesting reconsideration and/or filing a grievance.

ARTICLE 16

PROMOTIONS AND DETAILS

1. Management may make selections for vacancies from among a properly ranked and certified list for promotion, or any other appropriate source.

2. **Vacancy Announcements:** All permanent positions to be filled in the bargaining unit shall be advertised internally prior to filling from any appropriate source except for:

- a. lateral reassignments
- b. voluntary demotions, per Articles 32 and 41
- c. demotions for disciplinary, performance reasons or RIF
- d. co-op appointments
- e. mandated placement such as those:
 - (1) ordered by a third party such as MSPB, EEOC or an Arbitrator.
 - (2) agreed to in the settlement of a grievance, appeal before MSPB or an EEO complaint
- f. entry-level clerical and technical, GS 3 and below, and Wage Grade 1 positions. However, management will publicize the position throughout the Local Management unit for a minimum of seven days prior to recruitment closing date. The publication will include title, series, grade and tour of duty.
- g. other positions, where the Local Parties mutually agree to an exception.

Summaries of job vacancies will be posted on designated employee bulletin boards within the area of consideration. Service-wide announcements shall be open for a minimum of 28 days and less than Service-wide announcements for a minimum of 14 days. Complete vacancy announcements can be obtained from the servicing Personnel Office. Vacancy announcements shall contain:

- A. the announcement number
- B. opening date
- C. closing date
- D. title, series and grade
- E. including tour of duty if other than permanent full time
- F. organizational location
- G. summary of the duties and responsibilities
- H. qualification requirements
- I. selective placement factors
- J. the known promotion potential of the position, if any
- K. area of consideration
- L. bargaining unit status

- M. availability of Forest Service-affiliated day care facilities
- N. method of evaluation
- O. application instructions
- P. nondiscrimination statement.

If a position is announced as temporary, and the announcement does not state that it may become permanent, the position will be reannounced if it becomes permanent.

When establishing skill files for the purpose of filling vacancies, Management will negotiate as appropriate in accordance with Article 11.

Temporary and excepted service recruitment notices for bargaining unit positions not covered by the Merit Promotion Plan will be publicized bargaining-unit-wide for a minimum of seven days prior to closing date. These may be in an abbreviated format stating title, series, grade, length of appointment, opening and closing dates.

3. Management recognizes the benefit to promoting from within the bargaining unit whenever appropriate. Selection officials will consider the rated and ranked list of in-house applicants concurrently with the outside applicants.

- a. Qualification requirements and selective placement factors for positions to be filled through merit promotion shall be job related.
- b. Promotion procedures will apply to selection of candidates by transfer, reinstatement, or promotion to a higher grade position than previously held or to a position with known promotion potential higher than the promotion potential of a previous position.
- c. **Evaluation Panel:** The Local Union will be notified when an evaluation panel is meeting and the vacancy to be filled. Upon request, when investigating a potential grievance, the designated Local Union representative will be provided evaluation scores and evaluation factors or criteria.
- d. **Exceptions:** For other than entry-level positions and positions filled through the Merit Promotion Plan, Management will provide the Local Union representative, notification of the person, position, grade, location, and under what authority the position is filled.
- e. **Promotion Factors:** Determination of factors, methods and forms to be used in the evaluation, ranking, and selection of candidates shall be in accordance with DPM 335 and FSH 6109.12.

A copy of supervisory appraisals and any other promotion recommendations will be given to subject employees.

- f. **Selection:** The selecting official is entitled to select from among any of the candidates on a promotion certificate. The selecting official may also elect not to fill the position from the promotion certificate.

g. **Nonselected Employee's Rights:** An employee and/or representative will be presented the following upon request:

- (1) Whether the employee was considered for promotion, and if so, whether the employee met minimum qualifications.
- (2) Whether the employee was one of those in the group from which the selection was made.
- (3) Who was selected for the position.
- (4) In what area, if any, the employee should improve to increase future chances of promotion.
- (5) The employee and/or the employee's representative may review any and all documents evaluating the employee.
- (6) A sanitized copy of the Certificate of Candidates and the Evaluation of Candidates (form AD-735 or equivalent) and documents, per DPM 335, B-22, Promotion Records and Information, Part A, Section 5, including but not limited to sanitized versions of the following:
 - (a) description of method used to locate and identify candidates;
 - (b) qualifications standard and any selective factors used;
 - (c) evaluation method(s) used and final ratings;
 - (d) supervisory appraisals;
 - (e) evaluation of candidates;
 - (f) names of candidates as they appeared in the final ranking.
- (7) The union may review unsanitized documents of any and all documents pertaining to the filling or non-filling of vacancies, and upon request receive unsanitized copies of said documents in accordance with the Privacy Act.

4. Career-Ladder Promotions: Competitive procedures are not applicable for career promotions when competition was documented at an earlier stage. Except as provided below, employees within a career ladder will be promoted to the full performance level as soon as they have met the time-in-grade requirements and have met the fully successful requirements of the current and the next higher grade in the areas they have been provided an opportunity to perform. If a supervisor's review leads to the conclusion that the employee's work does not warrant a promotion or that other circumstances exist which may delay a promotion, the supervisor will provide a notice to the employee in writing 60 days before the employee is eligible for the promotion. The written notice will explain where the employee's performance is lacking and advise as to what the employee must do to qualify for the promotion. If delays are for reasons other than performance, they will be explained in the advance notice.

However, if the decision not to promote was based on performance, the employee will then be given 60 days to improve to a level warranting promotion. If at the end of 60 days, performance has improved to an acceptable level, the employee will be promoted to the higher grade. If advance notice requirements are not met and performance is found to be acceptable, the promotion will be made retroactive to the date the employee met time-in-grade requirements.

5. Repromotion Rights: This section does not apply to involuntary demotions due to performance or conduct.

- a. If Management determines to fill the same position, the involuntarily demoted employee will be offered repromotion to the position or to intervening grades. The employee will retain repromotion rights to the grade level from which demoted. For other vacancies within the competitive area with the same or equal duties for which an involuntarily demoted employee qualifies, the employee will be offered repromotion to the vacancy unless there is a legitimate job related reason for not repromoting the employee. In the event that more than one employee qualifies, the highest service computation date ranking employee will be offered repromotion first.
- b. Downgraded employees may apply for repromotion consideration for positions outside the local commuting area at the grade level from which demoted or to intervening grades.

Offers of positions outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved grade/saved pay protections may be declined by the employee and shall not affect the entitlement to saved grade or saved pay. The distance involved in the local commuting area shall be subject to Local negotiations.

6. Temporary Promotion: An employee placed in a higher graded position or assigned to a group of duties that have been properly classified at a higher grade, for thirty (30) days or more, will be temporarily promoted into that position and paid accordingly. Temporary promotions of over 120 days will be filled through competitive procedures.

7. Noncompetitive Promotion: When there has been an accretion of duties and responsibilities to warrant an increase in grade, the employee in the position will be promoted without competition, unless Management eliminates or redistributes the grade-controlling duties, in accordance with Article 14.4. Management shall refrain from temporarily reassigning an employee's work during the position classification review if the purpose for reassigning the work is to avoid reclassification of the said employee's position.

8. Details:

- a. A detail is the temporary assignment of an employee to a different position or to a different set of duties for a specific period, with the employee returning to his/her regular duties at the end of the detail, as the employee continues to be the incumbent of the position from which detailed.

- b. Detailers may be used to meet emergencies or situations occasioned by abnormal workload, changes in mission or organization, training, absences of personnel. Details will be based on Management needs in the interest of economy and efficient and effective employee utilization. Employees may document details of 30 days or less and have them included in their development folder. Details in excess of 30 days will be documented in the employee's Official Personnel Folder (OPF) and copies of the record forwarded to the employee. Details in excess of 30 days require prior approval of the Employment Officer. An employee may be excused from a detail assignment if the assignment would cause undue hardship.
- c. For details within the Forest Service, the following mechanism will apply:
 - (1) Employees detailed to a higher graded position will be temporarily promoted in accordance with Section 6 above.
 - (2) When management determines the need for a detailer for over 120 days, and has determined that there are 2 or more qualified employees, management will rotate assignments unless legitimate job related reasons require otherwise.
 - (3) The rating supervisor of the detail will give the employee a rating of record upon completion of the detail to be entered in his/her OPF.
- d. The stipulations in (b) above will apply to details to other agencies except the Forest Service will request a rating of record accompany the employee upon return. The Forest Service rating supervisor will consider it in the employee's annual performance appraisal.

9. **Certification:** Certification in a particular field will not be required as a selective placement factor, unless selection for certification is required by law or a higher level authority.

10. **Noncompetitive Appointment Authority:** Management agrees that the provisions of Government employment programs used to fill positions, other than through competitive procedures (i.e., the Taper Program, the Veterans Readjustment Act) includes technical conditions that must be met by Management. Any appointment made under these authorities must spell out the conditions of the program to which Management will adhere.

AWARDS PROGRAM

1. The Parties agree that the employee suggestion, incentive, and performance award programs are beneficial to both Management and the employee. The Awards Program will be administered in accordance with 5 CFR Parts 451 and 430. The Parties mutually agree that safety, civil rights, productivity, efficiency, and public service will receive emphasis in the awards program. It is an appropriate matter for the Labor Management Relations Committee to periodically evaluate and review the unit's Awards Program and make recommendations to ensure the administration of the Awards Program is fair, equitable, effective and understandable.

2. **Incentive Awards:** An award is a method of recognizing and motivating employees to increase their productivity and creativity for the benefit of the Forest Service and the public. Awards programs will be equitable in opportunity and there must be fairness and equity in the distribution of awards. All employees will be given an equal opportunity to work at a level sufficient for award eligibility. Employees must have received at least a fully successful summary rating to be eligible for any performance award. All awards other than quality step increases are available to temporary employees. However Term employees are eligible for quality step increases.

- a. **Special Acts:** This award is a monetary award for special contributions such as heroic acts, inventions, special acts, savings to the Government, civil rights, etc. It is given to recognize a specific accomplishment at a specific time. The amount is in proportion to the benefits realized by the government.
- b. **Group Awards:** Group awards are suitable for unified results and/or an achievement resulting from a team effort. If a contribution was made by more than one employee or by an organizational unit, all employees contributing must be considered as a group.
- c. **Sustained Superior Performance Award:** This is a monetary award based on the performance of assigned tasks in a manner exceeding normal requirements as evidenced by a current summary rating of record.
- d. **Quality Step Increase:** This is a one step increase to base pay to recognize employees with outstanding summary ratings. The award is based on sustained high quality performance that is expected to continue into the future.
- e. **Suggestion Awards:** A monetary award due to an adopted suggestion. The amount of the award is based on the benefits realized by the government and will be in accordance with FSH 6109.13.
- f. **Honorary Recognition:** Typically a medal, plaque or certificate for significant career-oriented achievements or contributions in EEO, energy conservation, scientific research, improved communications with or service to the public, and others of high priority to the organization.

- g. **Certificates and Letters of Appreciation or Commendation:** These are nonmonetary awards given to recognize a specific accomplishment at a specific time.

3. Management will schedule an appropriate presentation of an award for an employee. Names, monetary amounts (if any), and summaries of accomplishments which merited the awards will be published promptly in employee newsletters.

4. Management will provide annually a list of awards given by the unit upon request by the Local Union. This will include type of award, name, position, grade, monetary amounts, and summary of accomplishment.

5. A gain sharing program is subject to Local, Regional, and/or National negotiations, such as participants, distribution of monies, time frames, etc.

ARTICLE 18

WORK SCHEDULES

1. **Tours of Duty:** If no other workweek has been established, the standard workweek for full-time employees will consist of five (5) consecutive eight (8) hour days (40 hours per week). Days off will normally be two (2) consecutive days. When local Management knows in advance, it will give employees at least ten (10) calendar days written notice before changing tours or shifts, except for emergency or unforeseen situations.

An employee who has a need to work a different tour of duty, through consultation with Management and if consistent with the needs of the job, may be assigned to that tour of duty. Management will give consideration to employees' personal needs when changing tours and shifts. Union representation may be requested during said consultations.

2. **First 40-Hour Tours:** The first 40-hour tour of duty will be used only when extenuating circumstances preclude a regular schedule of definite hours of duty for each workday of a regularly scheduled administrative workweek in accordance with 5 CFR 610.111(b). First 40-hour tours will not be used to circumvent overtime pay or compressed work schedules.

3. **Other Tour Changes:** If it is necessary on the second day of a fire to deviate from an employees' established tour of duty, the first 8, 9, or 10 hour tour, as appropriate, shall be used. On the second calendar day of a fire, the employee will be placed on a first 8, 9, or 10 hour per day tour of duty. Fire incidents involving less than one calendar day will not affect an employee's established tour of duty; employees must be paid the appropriate overtime rate for any hours worked either before or after the employees' established tour of duty due to local fire incidents. A fire incident ends when an employee returns to project work.

4. Alternative Work Schedules (AWS): The Parties agree that AWS, which are flexible and compressed work schedules, will be used Service-wide according to the guidelines and approved schedules below, for the purpose of improved productivity and greater service to the public, according to 5 USC 6120-6133.

a. Approved AWS and Definitions:

- (1) **Variable Day:** A flexible schedule. Employee may vary the length of the workday daily. Employee must account for 10 days per pay period. Employee must account for at least 40 hours per workweek and 80 hours per pay period. Employee must account for core time on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must account for in the administrative workweek and the number of hours the employee must account for in a pay period. Credit hours may be earned.
- (2) **Variable Week:** A flexible schedule. Employee may vary the length of the workweek as well as the length of each workday. Employee must account for 10 days per pay period. Employee must account for at least 80 hours per pay period. Employee must account for core time on each workday. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.
- (3) **Maxiflex:** A flexible schedule. Employee may vary length of the workweek as well as the workday daily. Employee may vary the number of hours per day and the number of days per week. Employee must account for at least 80 hours per pay period. Employee must account for core time on three (3) workdays per workweek. For a part-time employee, the basic work requirement is the number of hours the employee must work in a pay period. Credit hours may be earned.
- (4) **4-10:** A compressed schedule. Employee works four (4), ten (10) hour days per week. Employee schedules day off with supervisor. Credit hours are not earned.
- (5) **5-4/9:** A compressed schedule. Employee works eight (8), nine (9) hour days with one (1), eight (8) hour day. Employee schedules short day and day off with supervisor. Credit hours are not earned.

b. Guidelines

- (1) Employees will have the right to use AWS in Section 4.a. in accordance with these guidelines. Management shall not require employees to use AWS, except as required in (2) below.

- (2) Recognizing that all offices and field operations must be adequately staffed, all employees have the right to apply for any approved AWS in Section 4.a. Management has the authority to disapprove an individual request when the peculiarity of the work requires particular schedules.
- (3) Any limitation to AWS listed in Section 4.a. must be negotiated at the local level.
- (4) When an employee requests a particular schedule on a local unit and the request is denied, the employee and Local Union will receive a written explanation of the denial. The employee or the Union has the right to grieve the denial in accordance with Article 9.
- (5) Any modification or changes of AWS to meet the work objectives of any unit must be based on the following criteria:
 - (a) productivity;
 - (b) level of direct or indirect services furnished to the public;
 - (c) cost of operations, other than reasonable administrative costs.
- (6) Management will not adjust employees' AWS for the purpose of avoiding overtime or other premium or extra compensation. In addition the AWS must be administered fairly and equitably to all members of the Local Unit.
- (7) Core time and core days for AWS are negotiable by the local parties. It is understood that core time deviation is allowed and will be granted unless critical work requirements dictate otherwise.
- (8) Forest Service will not use the three (3), 13-hour day compressed schedule.
- (9) Work schedules shall normally not begin prior to 6 a.m. nor extend beyond 6 p.m. Exceptions based on requirements of the nature of the work (e.g. field work or laboratory work) may be negotiated by the Local Parties.
- (10) Credit hours are defined as hours of work within the tour of duty which are in excess of an employee's basic work requirement. Credit hours used are considered hours worked.
- (11) A maximum of 24 hours may be used as a credit hour carry-over from one pay period to another with the variable day, variable week and maxiflex AWS.

- (12) Credit hours may be earned and used within the same biweekly pay period.
- (13) Credit hours may be earned outside the employee's established 5 or 6 day administrative workweek and between the hours of 6 p.m. and 6 a.m.. Procedures for approval may be negotiated by the Local Parties.
- (14) Credit hours may be used during core hours.
- (15) Employees cannot be forced to earn credit hours. Employees cannot be forced to use credit hours that are within the maximum 24 credit hour carry-over.
- (16) Supervisors of field crews working variable day or week schedules may limit work to eight (8) hours on a given day if weather or work conditions warrant, provided they can fulfill the weekly or biweekly work hour obligation (i.e. 40 or 80 hours) associated with the employee's AWS to accomplish a full pay period.
- (17) First line officers, as defined in Article 9.6b, may make short term changes, of no more than one pay period, in AWS that are necessary to accomplish the work objectives of the unit. The changes must be administered fairly and equitably in the work unit affected. The Union will be notified of the changes in advance.
- (18) Employees approved to use 5-4/9 or 4-10 will select, with supervisor approval, their "off" day and/or their "short" day. Subject to work demands and at the request of the employee, the supervisor may approve a change in the scheduled "off" day during a pay period.
- (19) No intimidation, coercion, or threats may be placed on employees by Management, the Union, or other employees over this matter. An employee may identify specific needs for a certain schedule including the normal 8-hour day, flexitour and gliding schedules. Management will attempt to meet those expressed needs. An employee may grieve the matter for resolution.

5. Rest Breaks: Authorized rest breaks, not to exceed 15 minutes approximately midway through each 4-hour period of the 8-hour workday, will be arranged by the employees with the work supervisor, as needed, so as not to interrupt the work of the organization. Additionally, a 15-minute rest period is appropriate within each 4-hour period of overtime worked.

6. The Local Parties may negotiate provisions for use of overtime when requested by either Party.

PAY AND PER DIEM

1. **Pay:** Management agrees to provide accurate and timely reports of time and attendance for pay purposes to the National Finance Center, and to assist any employee who does not receive a paycheck by Friday afternoon following the scheduled payday. Management agrees to follow up with the National Finance Center on lost, stolen, or late paychecks in accordance with National Finance Center procedures. Payments to employees from Imprest Fund to cover late checks will be made following the conditions and procedures of the Treasury. (Treasury Manual of Procedures and Instructions for Cashiers and Forest Service Imprest Fund Handbook.)

- a. **Back Pay:** Interest on back pay awards to employees shall be paid in accordance with current law.
- b. A temporary wage grade employee temporarily promoted to a higher grade will not lose accumulated time towards their next step increase when returned to the grade from which promoted.

2. Per Diem:

- a. **Advances:** Under normal conditions, Management will plan trip assignments far enough in advance so that if the employee needs a travel advance, sufficient time will be available to request and receive the advance to use on the assigned trip. Any time an employee is not notified of travel in time to receive an advance from the National Finance Center, an advance of funds will be allowed from Imprest Funds not to exceed the Imprest Fund limit and availability of funds.

Employees in travel status, including employees temporarily detailed to another duty station, will receive the applicable amount of per diem allowable for that area.

- b. **Travel Charge Card:** Participation of bargaining unit employees in the program is voluntary. Employees who are expected to travel at least two times a year are deemed to be frequent travelers and should have and use a government contractor-issued charge card. Employees previously designated as frequent travelers, but not meeting the definition now, may, upon request, be dropped from the program. Employees who are not expected to have the charge card will receive the full travel advance to cover all estimated expenses to be incurred including lodging, M&IE, and local transportation expenses to the extent allowed in FSH 6509.33.
- c. **Field Facilities and Per Diem:** The impact of Management's assignment of field facilities is an appropriate subject for impact and implementation negotiations. Any campout will be paid according to (2a) above unless a lesser amount has been negotiated at the Regional or Local level. Negotiated per diem rates will be based on cost study or other cost factors. A negotiated Local per diem rate will take precedence over a negotiated Regional per diem rate.

- d. **Reimbursement for Telephone Calls to Home While in Travel Status:** Brief station to station telephone calls will be interpreted to mean a telephone call to the employee's local commuting area normally no more than ten (10) minutes long. Employees are entitled to make one such call per day provided they are in travel status more than one night. Employees shall be reimbursed for phone calls while in travel status for less than two nights if the calls are related to unforeseen delays in returning or emergency situations. Employees in travel status more than one night may be reimbursed for additional calls related to unforeseen delays or emergency situations arising subsequent to normal calls. If change to law or regulation allows calls while in travel status for one night, or if appropriate Authority rules that two nights are not required for reimbursement of calls, this Agreement will be modified to reflect that change.

There will be no discrimination based on marital status or on the assumption that one class or grouping of employees has any greater or lesser need to call someone in their home community.

3. Remote Worksites: Impact and implementation of changes made to remote work sites or the establishment of new worksites are subject to Local negotiations. When Management proposes a remote site allowance for OPM approval, the Local Union will be given an opportunity to review and comment on the proposal. The local Union may propose that a site be considered remote or an existing remote worksite be changed.

4. Environmental Differential: Hazard pay and environmental differential pay will be authorized and paid in accordance with appropriate regulations (FPM Supplement 990-2, Chapter 550, Subchapter 9 for hazard pay; FPM Supplement 532-1; Subchapter 8, Section S8-7 for environmental differential). Some environmental differentials are payable only if protective facilities, devices, or clothing have not practically eliminated the hazard. In accordance with OPM guidelines, new hazard or environmental differential percentages for existing environmental categories or new categories of environmental differential pay, may be negotiated nationally and submitted to OPM for approval.

5. Compensatory Time: Compensatory time off is time off from regularly scheduled work in lieu of overtime pay for irregular or occasional overtime hours previously worked. Compensatory time may not be granted in lieu of overtime which is established in a tour of duty, regardless of whether the overtime is scheduled within the 40-hour basic workweek or outside the 40-hour basic workweek.

Eligibility:

- a. General Schedule employees who are exempt and nonexempt from the Fair Labor Standards Act (FLSA), whose basic rate of pay is equal to or less than the maximum rate of a GS-10 may request compensatory time off in lieu of overtime payment.
- b. Only exempt employees whose rate of pay exceeds the maximum rate of grade GS-10 may be required to take compensatory time off in lieu of receiving overtime payment.
- c. For an employee to receive compensatory time off in lieu of paid overtime, the employee must request it in writing.

6. Standby:

- a. In accordance with Comptroller General rulings, when an employee is required to be "at home" or on pager standby, he/she will be compensated when (1) the employee is severely restricted, or (2) Management assigns actual substantive work. The local Parties may further negotiate matters concerning scheduling, rotation, and hardships.

7. Application of Hazard Pay for Prescribed Burns: Employees working on a prescribed burn will be paid firefighting hazard pay if the burn goes out of control and is declared a wildfire.

- a. For purposes of this section, the responsible Line Officer will certify in writing daily that a prescribed natural fire is within its prescription, and that adequate resources have been assigned to ensure that each fire will remain within prescription for the next twenty-four (24) hours, given reasonably foreseeable weather conditions and fire behavior. If these conditions cannot be met, it shall be declared a wildfire.
- b. For purposes of this section, a prescribed burn, other than prescribed natural fire, goes out of control and will be declared a wildfire by the Burning Boss when it exceeds prescription parameters and line holding capability and cannot be returned to prescription with planned resources. For example, spotting activity that is not readily controllable with planned resources will result in the prescribed burn being declared a wildfire.
- c. A written burn plan for the prescribed burn will be made available to the union upon request. This plan may provide additional conditions under which the responsible official may declare a prescribed burn to have become wildfire.

8. Travel Pay: Employees shall be compensated for Travel Time as authorized under Title 5 and FLSA. Normally, employees will not be expected to travel without being eligible for compensation. However, if the employee is expected to travel on government business without entitlement to compensation, they will be notified in advance and provided the reason(s).

ARTICLE 20

LEAVE

1. Annual Leave:

- a. Annual leave shall be earned in accordance with appropriate statutes and regulations. Procedures for scheduling annual leave are subject to negotiation at the Local level.
- b. An employee whose personal religious beliefs require the abstention from work during limited periods of time will be granted annual leave (or credit hours, compensatory time off, LWOP) upon request for such periods, unless the presence of the employee is necessary for efficient operation of the workplace. The employee may elect instead to engage in overtime work for time lost for meeting those religious requirements. Such overtime is not paid at overtime rates. With Management's approval, any employee who so requests such overtime work may be granted compensatory time off from his/her scheduled tour of duty for such religious reasons, in accordance with OPM regulations.
- c. An employee will be granted annual leave or leave without pay (or credit hours, compensatory time off, LWOP) if requested in case of death in the immediate family. Immediate family includes spouse, children, stepchildren, parents, stepparents, mother-in-law, father-in-law, brothers, sisters, grandparents and any person related by blood or affinity whose close association with the deceased was such as to have been the equivalent of a family relationship. Management will make every effort to grant annual leave or leave without pay in case of death of other relatives or friends.

2. Sick Leave:

- a. Earned sick leave may be used for medical appointments and for illness of the employee. If there is reasonable indication that sick leave is being abused, the employee shall be informed in writing including special provisions for future leave approval and his/her right to grieve. Abuse of sick leave is not necessarily related to the frequency of sick leave. An explanatory note by the employee when a physician's services were not required will be accepted unless the employee is under valid sick leave restriction, as described above. Advanced sick leave may be approved for serious illness or disability per DPM 630.

- b. Sick leave will also be granted when the employee has been exposed to a contagious disease that would endanger the health of co-workers or when the employee is required to give care and attendance to a member of his/her immediate family who is affected with a contagious disease. A contagious disease is one requiring isolation of the patient, quarantine, or restriction of movement as prescribed by health authorities. When sick leave is granted under these circumstances, an explanatory medical certificate from the physician shall be required.
- c. Sick leave may be granted for a parent to care for children who are restricted from school or daycare facility due to health authorities guidelines. The list of medical conditions leading to restriction varies from state to state. The criteria for use of sick leave are 1.) The employee must be the legal guardian of the child, 2.) the child must be diagnosed with a medical condition recognized by local health authorities. Each case is to be considered on its own merits, and will be decided on a fair and equitable basis.

3. Maternity and Paternity Leave:

- a. An employee who is pregnant will be allowed to work as long as she and her doctors feel is wise, prior to delivery of the child. Reasonable amounts of maternity leave in the form of sick leave, annual leave, and leave without pay will be granted prior to, during delivery, and for a reasonable period after delivery, as specified by a doctor. The employee shall be returned to her position at the end of maternity leave. Requests for part time work and/or job sharing will be considered on a short term or long term basis.

The employee may be assigned to light duty or another position prior to maternity leave if her regular position is considered inappropriate by her doctor.

- b. A male employee who has provided the Forest Service with ninety (90) calendar days advance notice may be absent on annual leave or leave without pay for up to 30 consecutive days to aid or assist in the care of his wife or his minor children in relation to his wife's confinement for maternity reasons. Extended needs may be granted on a case-by-case basis up to 90 days. Annual leave or leave without pay for these purposes may also be granted when the 90-day notice has not been given. Requests for part time work and/or job sharing will be considered on a short term or long term basis.
- c. Parents may request "work at home" or "child at work" arrangements in lieu of or in addition to a. and b. above for up to one (1) year.

This section also applies to adopting parents, except where it concerns sick leave.

4. Military Leave:

- a. Employees with permanent, taper, term or temporary (not limited to 1 year or less) appointments, who have a scheduled tour and who are members of the National Guard or Reserves, may be granted 15 days military leave per fiscal year. This can be used for active duty or training. Unused military leave may be carried over to the following fiscal year, but may never exceed 30 days in any single fiscal year.
- b. If an employee is called on duty as a member of the National Guard or the Reserves and has used all his/her military leave, he/she may be granted leave without pay upon request or may be granted annual leave if he/she desires. Use of alternate work schedule for military duty may be negotiated at the Local level.

5. Administrative Leave or Excused Absence:

- a. Administrative leave may be granted to employees for participation in activities authorized in FPM 630, Subchapter 11.
- b. Administrative leave may also be granted when the activity shuts down due to circumstances beyond Management's control for short periods of time. Instances involving unusual snowstorms, floods, excessive heat, lack of heat or electricity, breakdown of equipment, and similar events may be covered by this type of administrative leave. Procedures for implementing hazardous weather or other group dismissal policies will be negotiated upon request by the Local Union.
- c. Supervisors have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employees. Each case shall be considered on its merits.
- d. Administrative leave of 3 hours shall be allowed to attend the funeral of a coworker killed in the line of duty.

6. Care Center Visitations: Annual leave or leave without pay will be approved to allow a parent or guardian the opportunity to visit and analyze the day care, classroom or elderly care facility of a dependent. The amount of leave authorized will be appropriate to the situation.

7. Leave Without Pay: Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. Employees may also be granted leave without pay on request if they have leave to their credit, but for valid reasons choose not to take it. Leave without pay shall be granted upon request to disabled veterans needing medical treatment, examination or absence from duty in connection with their disability, and to reservists and National Guard personnel for military duties. Leave without pay may also be granted on an extended basis for educational purposes and while awaiting action on a retirement or OWCP claim.

The possibility of granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and may be granted where possible in accordance with FSH 6109.11, Chapter 20.

8. Court Leave: Employees who are called for jury duty shall be granted court leave and shall submit jury duty pay to the Forest Service, except the employee may retain payment received for expenses. In every instance, the employees may fulfill the citizenship responsibilities of jury duty. Management may, if jury duty will substantially interfere with the program of work, petition the court to excuse the employee.

Employees summoned to appear in a nonofficial capacity as witnesses in judicial proceedings involving the U.S. Government, the Government of the District of Columbia, or a State or Local government in behalf of a party are authorized to receive pay without charge to leave. Employees summoned in cases involving only private parties may request, annual leave or leave without pay.

9. Holiday Leave: In areas where seven (7) day a week staffing is necessary, scheduling of use of holiday leave shall be fair and equitable and procedures used are a matter for Local negotiations.

ARTICLE 21

ACTIONS BASED ON UNACCEPTABLE PERFORMANCE

Notice: Article 21 is the subject of an impasse before the Federal Services Impasses Panel. This Article is the same as that which appears in the previous Master Agreement and will remain in effect until the pending impasse is resolved. At that time, this Article will be replaced by a revised Article 21.

1. Consistent with Chapter 43 of Title 5 of the United States Code, action for unacceptable performance will be handled in the following manner:

- a. **Performance Improvement Period:** Prior to initiating an action to remove or downgrade an employee, the employee must be given in writing:
 - (1) Notice of unacceptable performance in one or more critical element of the employee's performance standards and at least thirty (30) days to bring performance to an acceptable level. During the thirty (30) day improvement period, the employee will be given the opportunity to work on those portions of the job that are unacceptable, but not to the exclusion of other work assignments. A longer period may be warranted depending on the nature of the employee's position and the performance deficiency involved. The supervisor will ensure that the employee receives adequate worktime in order to improve the area that has been declared unacceptable.

- (2) information as to how the supervisor will assist the employee in that effort;
 - (3) information as to what the employee must do to bring performance to acceptable level in that period;
 - (4) a reevaluation of the employee's performance biweekly for the period
 - (5) Normally within fourteen (14) days after the end of the performance improvement period, the employee will be notified in writing whether the employee's performance is at least at the minimally acceptable or unacceptable level.
 - (6) If the determination is that the employee's performance is unacceptable, Management may reassign the employee upon written notice that includes a statement of grievance rights or, as set forth in b. and c. below, propose to remove or demote the employee.
- b. **Notice of Proposed Action:** An employee whose reduction in grade or removal is proposed is entitled to at least thirty (30) days advance written notice which informs the employee:
- (1) of the nature of the proposed action;
 - (2) of the specific instances of unacceptable performance by the employee on which the proposed action is based;
 - (3) of the critical elements of the employee's position involved in each instance of unacceptable performance;
 - (4) the time to reply;
 - (5) the right to be represented by the Union or other representative;
 - (6) the right to make an oral and/or written reply and to receive a written decision with appeal rights.
- c. **Decision:** After full consideration of the case, where warranted, Management will remove or demote the employee. The decision will be concurred in by an official who is in a higher position than the official who proposed the action.

2. The decision letter to an employee stating that action under this Article will be taken will inform the employee of the option to appeal the action to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both, and will inform the employee that he/she will be deemed to have exercised his/her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure.

3. If the employee is the subject of an action based on unacceptable performance related to a disability, and the employee is eligible, files for disability retirement and Management recommends approval, the Forest Service will delay the action to allow a determination to be made concerning the disability retirement. When an application for disability retirement of an employee is approved, the employee, at his/her option, may use any available sick leave.

4. **Stay of Action:** The effective date of the action will be stayed 10 days from the date of the decision letter.

ARTICLE 22

DISCIPLINE AND ADVERSE ACTIONS

Notice: Article 22 is the subject of an impasse before the Federal Services Impasses Panel. This Article is the same as that which appears in the previous Master Agreement and will remain in effect until the pending impasse is resolved. At that time, this Article will be replaced by a revised Article 22.

1. General:

- a. Management and the Union agree it is important that the supervisor/employee relationship encourage early recognition and resolution of potential performance or conduct situations which could lead to disciplinary actions.
- b. Discipline is defined for the purposes of this Article as any action taken against an employee that results in a letter of reprimand, suspension without pay, reduction in pay or grade, or removal from the Forest Service, except for performance actions taken under Article 21 of this Agreement.
- c. Disciplinary actions against employees must be based on just cause, consistent with applicable laws and regulations and be fair and equitable.

2. Inquiry:

- a. Prior to issuing a letter of reprimand or a notice of proposed disciplinary action, the official issuing the letter or notice, or his/her designee, shall undertake a preliminary inquiry to obtain pertinent fact relating to the disciplinary situation. The inquiry, where appropriate, will include a discussion with the affected employee.
- b. The employee may, in accordance with Article 4, Section 2b, be represented by the Union. Employees of the unit are entitled to Union representation at all discussions and upon request must be given an opportunity to secure a representative. If involved in a discussion with Management or an Agency Investigator, the employee may terminate the discussion and be allowed adequate time to secure a representative.

Once management has been notified that the Union is representing an employee(s) in reference to a specific matter then Management will notify the representative of any additional meetings with the employee(s) relevant to that matter. This notification will allow reasonable time for the representative to attend the meeting(s).

- c. When Management becomes aware of misconduct by an employee, the employee will be contacted immediately and instructed to discontinue the misconduct. When disciplinary action is initiated, it will be within a reasonable time period after the incident in question, or after Management knew or reasonably should have known of the incident. The two conditions stated above do not apply when an investigation is in process involving illegal activity which could result in charges of felonies or misdemeanors under the law.

Management will not allow instances of misconduct to continue solely for the purpose of increasing the severity of a potential penalty.

3. Procedures:

- a. **Letter of Reprimand:** A letter of reprimand will be sufficiently specific to indicate why the letter is being issued and what the employee can do to improve or take needed corrective action. The employee will be advised of his/her grievance rights. The letter will advise the employee that the reprimand will be retained in the Official Personnel Folder for a period of one (1) year.
- b. **Provisions Common to All Disciplinary Cases Taken Under FPM/DPM 752:**
 - (1) In the event an employee is issued a notice of proposed disciplinary action, that employee must be afforded and made aware of all the rights and privileges due him/her and shall be given the opportunity to review the evidence that supports the charges.
 - (2) The employee and/or representative will be granted a reasonable amount of official time to prepare an answer to any proposal. Arrangements for use of such time will be made in accordance with the provisions of Article 5.
 - (3) Time limits for the employee's response may be extended upon written request.
- c. **Suspension of 14 Days or Less:** In addition to b above, the following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment or who has completed one (1) year of current continuous employment in the same or similar positions under other than a temporary appointment limited to one (1) year or less. Such an employee is entitled to:

- (1) at least 7 days advanced written notice stating the specific reasons for the proposed suspension;
 - (2) a reasonable time to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
 - (3) be represented by a NFFE Representative, an attorney, or another representative;
 - (4) a written decision and the specific reasons, therefore, at the earliest practicable date;
 - (5) grieve the decision, if adverse, through the negotiated grievance procedure contained in Article 9. The written decision shall advise the employee of this right. If the employee chooses to use the negotiated grievance procedure, he/she must represent him/herself or be represented by the Union.
- d. Removal, Suspension for More than 14 Days, Furlough Without Pay for 30 Days or Less, or Reduction in Pay or Grade: In addition to b. above, the following applies to an individual in the competitive service who is not serving a probationary or trial period under an initial appointment, or who has completed 1 year of current continuous employment under other than a temporary appointment limited to 1 year or less; and a preference eligible in the excepted service who has completed 1 year of current continuous service in the same or similar positions. Such an employee is entitled to:
- (1) at least 30 days advance written notice, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed, stating the specific reasons for the proposed action;
 - (2) a reasonable time, never less than 7 days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer;
 - (3) be represented by a NFFE representative or an attorney or another representative;
 - (4) a written decision and the specific reasons, therefore, at the earliest practicable date; and
 - (5) the decision letter will inform the employee of his/her option to appeal the action to the Merit Systems Protection Board or through the negotiated grievance procedure, but not both, and will inform the employee that he/she will be deemed to have exercised his/her option to raise the matter under one procedure or the other at the time the employee timely files a written grievance or files a notice of appeal under the applicable MSPB procedure.

4. Action by the Deciding Official:

- a. After carefully considering the evidence and the employee's response, if any, including any mitigating factors, the deciding official shall decide:
 - (1) to withdraw the proposed action;
 - (2) to institute a lesser action;
 - (3) to institute the proposed action.

5. **Copies:** A duplicate of the letter of reprimand, notice of proposed action and/or decision will be furnished to the employee.

6. **Stay of Action:** The effective date of the action will be stayed 10 days from the date of the decision letter.

7. Debt Collections:

- a. In matters involving both possible disciplinary action and fiscal liability for which a Bill for Collection may be issued, any disciplinary action will be decided prior to issuance of the Bill for Collection. If fiscal liability is pending, the letter proposing disciplinary action will so state.
- b. In cases involving gross negligence, the letter proposing disciplinary action will contain notification explaining the reasons, charges of negligence determination, subsequent discipline, and the right to Union representation. A separate Notice of Intent to Offset Salary and a Bill for Collection establishing the dollar amount of the liability will be issued to the employee thirty (30) days in advance of collection action being initiated. The Notice of Intent will inform the employee of the nature and amount of the indebtedness, the intention of the Forest Service to collect the debt through deductions from pay, and an explanation of the rights of the employee under the Debt Collection Act of 1982 (5 U.S.C. 5514), including the right to a hearing on the existence and amount of the debt and that a timely filing of petition for hearing will stay the collection proceedings. This constitutes the employee's grievance/appeals procedures.
- c. Notwithstanding the terms of this section, the issuance of a Bill for Collection will not be delayed if the delay would jeopardize the ability of the Government to collect any monies due it.
- d. The Forest Service will consider waiving collection of employee debts due to administrative error or oversights in accordance with 4CFR 104.3 and the regulations governing overpayment of pay based on fairness and equity.
- e. The Forest Service will normally request relief for accountable officers from GAO under circumstances where adequate recording and security facilities have not been provided or other extenuating circumstances exist as contemplated in FSM 6507.

The employee may request a waiver in accordance with FSM 6507 for irregularities of less than \$500, which will be submitted to the appropriate official for resolution.

8. Termination of Probationary/Trial Employees:

- a. The Parties recognize that the probationary/trial period is an extension of the examining process.
- b. Terminations of probationary/trial employees for conduct or performance reasons will take place only when reasonable doubt exists as to the appropriateness of continued employment. A probationary employee will not be terminated for performance reasons without having been given an opportunity to improve performance to an acceptable level. A notice of termination containing the reasons for the action and effective date will be given to the employee.
- c. Discipline of probationary/trial employees will follow the same procedure, above, except the employee will be advised in writing of his/her right to grieve the decision, according to Article 9.

9. Termination and Discipline of Temporary Employees:

- a. The provisions of this section do not apply to termination due to lack of work, funds, or expiration of appointment.
- b. If performance is not satisfactory, the employee will be notified, in writing, of the reasons he/she will be terminated within seven (7) days unless he/she brings his/her performance up to a satisfactory level. Notice of termination for misconduct will be issued at least 7 days in advance, except for cases where the employee is being terminated for a crime for which imprisonment could be imposed or in cases where the employee is disruptive, guilty of substance abuse, or a threat to others. If the termination will also result in loss of rehire eligibility, a statement to that effect will be included in the termination notice.
- c. A notice of termination or discipline will be provided to the employee in writing and will contain the reasons for the action including notice of loss of rehire eligibility and will also advise the employee of his/her applicable grievance rights.

10. Cautionary Situations: Letters of warning (including sick leave abuse) will state the specific reasons that gave rise to the letter. When an employee has been recorded as absent without leave (AWOL), the employee will be so notified in writing. The above notices will inform the employees of their grievance rights. A letter of warning or caution is analogous to a memory jogger and may be retained by the initiating supervisor as follows: The supervisor shall generate only one original and one copy of such letter. It is understood that no copy will be maintained in the Data General or equivalent word processing equipment. The original shall be given to the employee to whom it is directed. The supervisor may retain the only copy in his/her own confidential file, for use only in connection with related discipline. After one year, the file copy of the letter will be destroyed.

PERMANENT SEASONAL EMPLOYMENT

1. **Introduction:** Seasonal employment is the proper Office of Personnel Management term for nontemporary employees in the competitive service who in the past were referred to as "When Actually Employed" (WAE). The terms of this employment are specified in FPM, Chapter 340, subchapter 2.
2. **Definition:** Seasonal employment means recurring periods of work lasting less than 12 months each year.
3. Prior to reporting for duty, other than full-time employees will be given the opportunity to understand and agree to the terms and conditions of their employment, which will be recorded on in the applicable Employment Agreement. The employee will be given a copy of the Employment Agreement and SF-50, which will reflect the terms of employment. At a minimum, the employment agreement must state the periods of pay and nonpay status, the basis and procedures for release and recall, and benefits and entitlements. There will be no change in any terms of employment without notifying the employee and the Union. Upon request, the Local Union will be provided copies of employee's Employment Agreement.
4. For seasonal employees, the season will be defined as closely as practical to the actual work requirements so that an employee has a clear idea of how much work he or she can expect during the year.
5. If Management must permanently reduce the number of weeks a seasonal employee works below the minimum guaranteed pay periods per year specified in the employment contract, the employee will be informed in writing and given the opportunity to grieve if the employee believes the reason for the permanent reduction is arbitrary and capricious, including the right to Union representation. If a reduction in the minimum guaranteed pay periods per year will only be for the current year, this temporary reduction is subject to furlough procedures as follows:
 - a. Reduction in force (FPM Chapter 351) procedures must be followed if a furlough (temporary reduction in the minimum tour) is for more than 30 days. If a furlough (temporary reduction in the minimum tour) is subject to adverse action procedures (FPM Chapter 752) and the employee may grieve such action.
 - b. However, if a furlough (temporary reduction in the minimum tour) is for 1-30 days, it may be grieved through Article 9 or MSPB (but not both) and furloughs of more than 30 days may go only to MSPB.

ARTICLE 24

TEMPORARY/TERM EMPLOYEES

1. The provisions of this Article do not apply to termination or expiration of appointment, due to lack of work or a lack of funds. When a temporary employee is hired, he/she will be provided appropriate information on rehire eligibility. Rehire eligibility is eligibility for a noncompetitive appointment. The determination to appoint rehire eligibles will be made by Management according to the qualifications required by the positions.
2. Temporary employees with excepted appointments, who have been selected competitively and successfully completed their tour of duty, will be eligible for rehire the next season without further competition.
3. Each employing office will have a list of temporary employees available and eligible for rehire, which will be used in planning next season's recruitment.
4. Those temporary/term employees not covered by the Performance Management System (Article 15 and DPM Chapter 430) with satisfactory performance, whether documented or not on a performance rating, will be eligible for performance awards per Article 17.
5. When the Forest Service rehires a temporary employee, Management will attempt to rehire at a level commensurate with the applicant's qualifications and position available. The temporary employee will be given written confirmation of appointment and SF-50.
6. When Management determines not to offer rehire eligibility for performance or conduct deficiencies, the employee will be notified in writing at least seven (7) days prior to termination. Notification will include the reasons for denying rehire eligibility and advise the employee of the right to grieve. For notices of termination for misconduct, refer to Article 22.9b.
7. The Forest Service will keep temporary employees informed of the mechanism and timeliness for applying for a rating on an OPM register.
8. When filling entry level positions from OPM registers, the Forest/Station/Regional Office will give due consideration to qualified temporary employees who apply for said position and are certified by OPM.
9. Temporary employees who are interested in rehire will be given the best available information prior to separation concerning their chances of rehire with that unit the following season. This will give them the opportunity to apply at another Forest/Station/Regional Office and be considered based on their qualifications. The list of temporary employees who have completed a successful season and have expressed an interest in rehire will be provided to the Local Union upon request.
10. Term employees who have an initial appointment of at least one year will be advised in writing of any eligibility for the Federal Employees Health Benefit Program.

11. Separation or Reduction in Grade:

In addition to the rights set forth in Article 22, temporary/term employees may seek reconsideration of the separation or reduction in grade based upon misconduct or poor performance by submitting the request in writing to the Forest Supervisor or other appropriate, disinterested official.

The appeal shall be submitted within 5 days of the effective date of the adverse action. The appropriate Management official shall provide a copy of the request to the union within two days of receipt.

Upon the employee's request, a meeting shall be convened to consider information provided by the employee in support of his/her reconsideration request. The appropriate official will reconsider the action and reply to the employee within 7 days of receipt of the reconsideration request or meeting, whichever is later. This decision will be final. The employee shall have the right to Union representation throughout this procedure.

The reviewing official will order appropriate remedial action if the adverse action was unwarranted. Participants in this process will have reasonable official time.

This procedure shall be null and void should a change in law occur which will allow temporary/term employees use of negotiated grievance procedures.

ARTICLE 25

EQUAL EMPLOYMENT OPPORTUNITY

1. Management and the Union will cooperate in providing equal opportunity for employment, training, and promotion of all persons and will not discriminate because of age, race, sex, religion, color, national origin, marital status, handicapped condition, lawful political affiliation, or other nonmerit factors. The Parties agree to cooperate in providing equal opportunity for all persons in the implementation of Forest Service and Union programs.

Each Party agrees to advise the other of equal opportunity problems of which they are aware. The Parties will jointly seek solutions to such problems. The President of the Forest Service Council and the Union's representative(s) to the service wide Civil Rights Committee and the Associate Deputy Chief with program administration for Equal Employment Opportunity will meet at least annually or as deemed necessary by either party to discuss measures being taken in this area. This program will be administered in accordance with all applicable laws, regulations, and policies.

2. At least one member of the Service-wide Civil Rights Advisory Committee will be a Union representative. If at any time the Union representative changes, the Union will be allowed to have the outgoing representative and the incoming representative attend the same SWCRC meeting. At least one member of the Regional and Local Civil Rights Committees will be a Union Representative.

3.
 - a. EEO Counselors must meet the criteria established by the EEO program. The Local Union may nominate EEO Counselors. EEO Counselors will be trained in accordance with program requirements. EEO Counselors will be trained to inform complainants covered by this Agreement of the right to representation including Union representation during the complaint proceedings.
 - b. The Union shall be afforded the opportunity to train EEO Counselors in the operations of the negotiated grievance procedure.
4. Employees or officials actively contributing to the advancement of equal employment opportunity practices may be recognized for their actions. The Union may nominate such persons for recognition.
5. The Union will be given an opportunity to negotiate on new or revised equal Employment Opportunity plans insofar as may be appropriate under the Act. Such negotiations may include long term goals, general recruitment ideas, and methods of monitoring the program. Inclusion of training programs, bridge positions, and career ladders may also be negotiated. The designation of specific recruitment sources and specific annual targets are examples of nonnegotiable matters. The Forest Service's long range goals as set forth in the Chief's Workforce 1995 Program will not be subject to negotiation unless Management determines a need to change them. Management will furnish the Union at the appropriate level, with a copy of the annual affirmative action report.
6.
 - a. The Local Parties can negotiate additional procedures and processes for implementing affirmative action plans.
 - b. If Management determines to contract out the EEO program or any portion thereof, Management will notify the Union and negotiate any impacts on the Union and bargaining unit employees, upon request, before implementation.
7. The Union may refer candidates for employment to Management.
8. Career Enhancement Program (Upward Mobility): The Parties are committed to use of the Career Enhancement Program, and will follow the policies and procedures described in DPM 413, FSM 6130 and FSH 6109.12.
 - a. **Definition:** The Career Enhancement Program is a program designed to focus personnel policy and practices on the development and implementation of specific career opportunities for employees who are in positions or occupational series which do not enable them to realize their full work potential.
 - b. **Eligibility:** The program shall be open to all employees in single interval series who do not meet the X-118 or X-118C qualification requirements for the Career Enhancement target positions as follows: Career, Career-Conditional, Disabled Employees appointed under Schedule A and Veterans Readjustment Act.
 - c. Structured individualized training plans will be developed for upward mobility candidates within the guidance of FSH 6109.12. Training plans will cover entry and intermediate levels pertinent to the target position.

- d. Promotions in the Career Enhancement Program will be handled in the same manner as that described in Article 16.5, unless the Individual Development Plan establishes different time frames.

9. **Workforce Diversity:** In achieving the goal of becoming a multicultural organization with a diverse workforce, multicultural values will be recognized and considered while managing employees. The principles and strategies outlined in the USDA-FS Task Force Report on Workforce Diversity (March 1991) will form the basis for future action plans.

ARTICLE 26

EMPLOYEE ASSISTANCE PROGRAM (CONCERN)

1. **General:** The Forest Service shall maintain an employee assistance program meeting the requirements of applicable laws, regulations, and guidelines found in Public Law 91-616, P.L. 92-255 and FPM Chapter 792. The Union and Management, including Local Parties, shall discuss and negotiate any Management-proposed changes or recommendations relative to the program for employees with medical/behavioral problems. The program will be consistent with the provisions of the Forest Service Manual, Title 6143.

Employee participation in the program shall be voluntary, though supervisors have a responsibility to identify poor job performance and refer an employee to this program as corrective action.

An employee may bring a Union representative to any discussion in connection with this Article.

Management will publicize the CONCERN Program on official bulletin boards, in orientation of new employees, and in CONCERN Program updates on the DG.

2. Policy:

- a. The Parties acknowledge that the employee has the primary responsibility to maintain acceptable performance and for taking any actions or treatment necessary to maintain it. When an employee sincerely seeks treatment in order to maintain or regain acceptable performance or conduct, Management will provide assistance, create an atmosphere of understanding and attempt to remove the effects of social stigma associated with the problem.
- b. Management will attempt to provide employees with the appropriate assistance to overcome problems which contribute to poor performance or conduct.
- c. It is a basic function of a supervisor to identify poor job performance and to take corrective action.
- d. Management recognizes alcoholism, other drug dependencies, and mental illness as illnesses. Employees who have these illnesses will receive the same careful consideration and respect as employees who have other illnesses. The same consideration will be given to

employees who have other personal problems which contribute to poor performance or conduct. Employees who may be impacted by other employees or family members with these illnesses will receive the same careful consideration and respect.

- e. Diagnosis and treatment should be accomplished by referral of employees to outside professional treatment and assistance sources.

3. Responsibilities and Guidelines:

- a. When a supervisor, through daily job contact, observes that an employee is experiencing difficulties in maintaining his/her job performance, the supervisor will discuss the apparent difficulties with the employee.
- b. If the employee is unable to correct his/her job performance difficulties through his/her own efforts, Management will refer the employee employee.
- c. The focus of corrective discussions by supervisors is restricted to the issue of job performance or conduct, and the possible job-related consequences.
- d. Conduct which has medical aspects, such as conduct which evidences emotional disorder or impaired judgment, or alcohol or drug abuse, will be addressed as medical problems in an effort to provide rehabilitation to the employee. An employee who refuses professional help or is unable to improve his/her performance or conduct with the assistance of a medical rehabilitation program may be subject to disciplinary action or separation.
- e. Supervisors shall consider the guidance of the referral sources in establishing reasonable expectations for recovery time of an employee.
- f. Participation in the program shall not jeopardize an employee's job security or his/her opportunity to compete for promotion.
- g. Sick leave is an appropriate form of leave for treatment or counseling sessions.
- h. The program advisor shall maintain an up-to-date listing of community facilities for treatment of medical/behavioral problems. Such listing shall include, when known, the cost of such services and eligibility requirements.
- i. In most circumstances, a disciplinary action may be held in abeyance if the employee enters an appropriate rehabilitation program and permits the counselor to report to management on the employee's attendance in the program, and if the employee is making observable progress in conduct and/or performance on the job.

4. Confidentiality: The confidential nature of records of employees with medical/behavioral problems shall be maintained. No release of information will be made by any Party without the employee's written consent.

SAFETY AND HEALTH

1. General: Management and the Union mutually agree to cooperate in common efforts to create and maintain safe and healthy working habits and conditions to minimize accidents, and to prevent lost worktime due to illness or injury. A safety and health program will be administered in accordance with FSM 6700 and E.O. 12196. Employees involved in activities or representation pursuant to this Article shall receive official time for such activities.

2. Safety and Health Inspections: Management will conduct an annual safety and health inspection by qualified personnel of Forest Service facilities that are regularly used. The Local Union will be notified and a Local Union representative will be given an opportunity to accompany the inspector. Management agrees to provide or make available to the Local Union upon request, appropriate reports of safety inspections and reports of accidents and of occupational illnesses. All first aid kits will be part of this inspection and their contents shall be updated to published agency standards.

3. Local Safety and Health Programs: The Local Parties may agree through negotiations to establish safety and health programs such as:

- a. health services;
- b. preventive medicine, wellness programs;
- c. smoking policies.

4. Safety and Health Committees: The Local Parties may establish, through negotiations, Local Safety and Health Committees to review local health and safety programs and formulate recommendations regarding ongoing problems and useful improvements. The following arrangements shall be negotiated:

- a. Size and composition of the Committee, including union representation;
- b. Frequency and scheduling of Committee meetings;
- c. Selection of Committee Chair (by rotation, election, or appointment);
- d. Publicizing of meetings and distribution or posting of agendas;

Further details may be negotiated by the Local Parties.

5. Health and Safety Policies:

- a. Management will, to the extent feasible, provide safe and sanitary working conditions and equipment, in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, Management shall post notices informing employees of the protections and obligations provided for in the OSHA.

- b. The Parties at the National level agree to meet annually to review a safety and health program and to make recommendations. This meeting may be combined with another national meeting as appropriate. Management agrees to provide the Union on a case-by-case request with available, relevant Agency information on safety and health insofar as is compatible with the Privacy Act.

6. Management agrees to provide any special and/or unusual safety equipment or supplies (such as personal protective clothing or equipment and devices) necessary as identified in an approved Job Hazard Analysis, or Table 3.3 of FSH 6709.11. The Union may negotiate at the Local level the type of safety equipment and safety supplies defined as a result of the Job Hazard Analysis. A Job Hazard Analysis will be reviewed at least annually. At the employee's request, the Job Hazard Analysis will be reviewed between the employee and their supervisor. The Job Hazard Analysis shall be recorded on Forest Service form FS-6700-7. A copy will be provided to the employee and/or the Local Union upon request.

7. Management agrees to provide adequate lighting, heating, relative humidity, and ventilation in work areas in accordance with laws and regulations (e.g. OSHA), and will not permit employees to work for an unreasonable period of time in areas that do not meet these laws and regulations. If it is determined that heat, light, relative humidity, ventilation, and space are not adequate in any work area controlled by the Forest Service, corrective action will be taken to the extent feasible. In facilities not controlled by the Forest Service, such corrective action will be requested.

8. Management will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, Management shall inform the Union and the Parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications, warnings, relocation of employees if needed, information to employees exposed to the hazardous conditions, and other steps the Parties may agree are necessary under the circumstance, such as holding informational meetings with affected employees.

9. The Parties, in the course of normal duties, shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas which may represent health hazards.

10. When an employee feels that he/she is subject to conditions so severe that even a short term exposure to such conditions would be detrimental to health and safety, he/she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, an appraisal shall be obtained from the appropriate Management official before proceeding. The Local Union will receive upon request a copy of any documentation of the inspection or appraisal of the alleged unsafe working conditions.

If the supervisor determines an unsafe or unhealthy circumstance exists and the supervisor cannot correct the hazard, the supervisor will take preventive action as specified in Section 8 above. The employee or group of employees who continue to believe that work is being required under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. An employee or the Union may request an OSHA inspection at any time. When exposure to a serious hazard requires immediate solution and it is not possible to obtain the supervisor's concurrence beforehand, an employee may temporarily avoid the hazard and promptly notify the supervisor. This does not include inherently hazardous activities for which advance preparations have been made, such as forest fire suppression. The provisions in this section also apply where an employee, untrained in law enforcement and not authorized to carry a firearm, is faced with danger from encounters with, e.g., trespassers, Cannabis [marijuana] growers, invalid claim holders, and civil disturbances.

11. No employee will be required or permitted to handle potentially hazardous materials without the proper training and information as prescribed by Federal law or regulation. As required by laws and regulations (e.g. OSHA), a chemical exposure monitoring plan will be provided for employees working with hazardous materials which pose a threat of long-term physical damage, including appropriate medical examinations and testing at the agency expense.

12. Employees will be made aware of any exposure to hazardous materials when required by the OSHA Right To Know Regulation.

13. Management will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored in accordance with Federal labeling and storage regulations. Upon discovery of noncompliance with Federal labeling and storage regulations, Management will immediately initiate corrective action.

14. On-The-Job Injury or Illness: Employees shall report to their supervisor all injuries or occupational illnesses which occur on the job. Management shall expeditiously process and forward to OWCP all documentation required which is within the agency's control when an employee sustains an on-the-job injury or contracts an occupational disease. At the employee's request, copies will be sent to his/her doctor, the NFFE Local or other personal representative of the employee. Management agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act (FECA).

15. When employees are temporarily unable to perform their regularly assigned duties because of documented and confirmed illness or injury, but may be capable of returning to or remaining in a duty status, Management will detail such employees to work assignments management determines to be available and compatible with the employee's physical condition, or temporarily tailor the employee's regularly assigned duties to the physical limitations to the extent Management determines such changes are feasible and warranted.

16. Where documented medical evidence shows the work environment is contributing to a medical problem, Management will make every reasonable effort to place the employee in a suitable environment to protect the employee's health.

17. Video Display Terminals: Continuous operation of VDTs over extended periods of time may cause physical problems. Therefore, VDT operators will be provided periodic breaks away from the terminal during their work day. For example, operators may be provided a diversion in work of at least 10 minutes per hour away from the terminal. Ergonomic furniture and preventive devices such as wrist braces will be provided when identified in an approved Job Hazard Safety Analysis. A pregnant employee may request temporary assignment which does not require extended use of the VDT.

18. Bloodborne Pathogens Protection:

- a. **Protective Equipment:** All first aid kits in buildings and vehicles and those issued to employees with "first responder" duties will be readily available and contain at a minimum, the protective equipment listed below:
 - (1) rubber gloves;
 - (2) face masks;
 - (3) eye protection;
 - (4) CPR clear mouth barrier;
 - (5) contaminated material containers for employees cleaning up campgrounds.

Two packets of the standard protective equipment (rubber gloves, face masks, eye protection, and CPR clear mouth barrier) will be a part of the standard first aid kit in all Government vehicles. Management will also endeavor to obtain and place packets of the standard protective equipment in buildings with a significant risk of exposure to contaminated body fluids. The location of protection devices are subject to Local negotiations.

- b. **Bloodborne Pathogens Testing:** When an employee believes he/she has been exposed to bloodborne pathogens in the line of duty, the employee will be encouraged to take the appropriate test within ten (10) days and to file the appropriate documentation (e.g. CA-1's and CA-2's). In any location where tests are not free, or where the employee has concerns about free testing clinics, the Forest Service will pay for the tests in accordance with regulations governing payment for employee testing.
- c. **Vaccinations:** The agency will comply with OSHA requirements for employer-provided vaccinations of employees at risk (e.g. Hepatitis-B vaccinations).
- d. No employee will be required to perform CPR or to expose themselves to body fluids without the appropriate protective equipment listed above, except at his/her own discretion.

19. Occupational Health and Safety Training: Management recognizes the need for training and orientation regarding Occupational Health and Safety, including training on bloodborne pathogens where appropriate, to ensure employee safety, and a minimum loss of worktime due to injuries. Management will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on orientation of new employees. Additionally, supervisors will instruct employees in safe working habits, practices, and procedures in regard to specific job assignments. The Forest Service Health and Safety Code Handbook (FSH 6709.11) will be accessible to all employees.

20. Law Enforcement: Employees with law enforcement responsibilities will be properly trained and equipped to accomplish the job, providing for safety to employees and the public in accordance with FSM 5303 . All employees with law enforcement responsibilities will be accorded training commensurate with those responsibilities as called for in FSM 5370.

Employees with law enforcement responsibilities will normally be provided with radio contact or other provisions for adequate backup. When the Law Enforcement Officer is in a hazardous situation, the Law Enforcement Officer may temporarily absent themselves from the work situation with notification to her/his supervisor in accordance with Section 10 above.

21. Communications: Field-going employees subject to hazardous conditions will be provided with 2-way radio contact when identified by a Job Hazard Analysis.

22. Accidents: For fatalities and/or serious accidents to an employee the following procedure will be followed:

- a. No release to the media or public will be made until next of kin has been notified.
- b. The Union will be notified as soon as practicable. Management will consider allowing a Union representative to serve on the investigative team. The Union representative will be released in accordance with Article 5.6.
- c. OSHA will be notified immediately of any fatal accident.
- d. The Union will be provided copies of all reports and investigations upon request after the management review process is complete, normally within 60 days of the incident, unless government attorneys deny release, in which case, the union may seek the document pursuant to 5 USC 7114 (b)(4).

23. Step-Test Procedures: The Forest Service will provide an individual with first aid and Cardiopulmonary Resuscitation (CPR) training and will consider using a qualified Emergency Medical Technician (EMT) where locally available to administer or monitor the Step Test. The Step Test will be voluntary except for those individuals whom Management determines are necessary to the fire management program.

24. Union Safety Representative: In redeeming the responsibilities of this Article, Management will provide OSHA-type training to the individual designated by the Union. As a minimum the training will consist of on-the-job training by a qualified Forest Service facilities inspector. When formal OSHA-type training is being offered locally, the Union designee will be included in the training if he/she has not had recent training of this type.

25. Smokejumper Safety:

- a. Safety standards will be clearly written in Interim Directives and appropriate Handbooks and enforced as written.

- b. The Parties recognize that recommended jumping altitudes will vary based on weather, visibility, and other variables. All jumpers will be fully trained in the use of the reserve chute, including a count leading to its deployment.
- c. The minimum content of all Smokejumper training related to actual jumping will be predetermined, stated in writing, and covered during training.

ARTICLE 28

GOVERNMENT-FURNISHED QUARTERS

1. Housing Occupancy Policy: Management will assign Government housing or quarters based on Management needs and availability. The assignment of Government housing or quarters is based in the first instance on the need to protect Government property and the need to render service to the public. The Local Parties will negotiate, at the Local's request, a housing occupancy policy applicable to local needs and conditions, which may be based on such things as seniority, family size, economic need, or other reasonable criteria. Housing or quarters rules and policies established by the Forest Service where occupancy is required as a condition of employment are negotiable at the local level.

Government housing and quarters occupied by employees will be inspected at least annually according to Article 27. Except when delay would cause immediate damage to employees' and/or Government property, occupant(s) will receive a 10 day notice prior to inspections. Living quarters shall also be inspected for leaks of flammable fuels or any other safety or sanitation hazards after any period of vacancy or a change in occupancy, immediately prior to reoccupancy by employees.

2. Searches: Government housing or quarters used by employees exclusively for residential purposes will not be searched without a search warrant unless the person who exercises dominion or control of a specific area, either individually or in common with others, consents freely and voluntarily, or the warrantless search is permitted by law. Residential areas include bedrooms, living rooms, kitchens, basements, bathrooms and other areas used solely for habitation. No coercion will be used to obtain permission to search housing or quarters. (This general statement does not modify, add to or subtract from the settlement agreements regarding searches in NFFE v. Yeutter, Case No. 88-3505, USDC DC, and NFFE V. Madigan, Case No. 92-0553, USDC DC, which are binding on the parties.)

3. Management will notify the Union when a survey is being done and give the Union a reasonable opportunity to review the collected data, and also provide a copy upon request. When the Forest Service conducts a quarters inventory survey that includes an on-site visit, the Union will be given an opportunity to participate. Management will ensure that the Union's comments are considered in any assessments.

4. Implementation of Revised Rental Rates: When rental rates for Government-furnished quarters are revised, they will be implemented in accordance with OMB Circular A-45.

- a. If the rate increases, the occupant will be furnished a copy of the data element determinations on which the rental rate is based. The employee may grieve any determination under the provisions of Article 9.
- b. If the rate increase exceeds 50 percent of the existing rate, Management will stage implementation to increase the base rental rate quarterly over the course of one (1) year.

5. When an employee is working and living in an isolated area with only Forest Service transportation, that employee may transport unopened alcoholic beverages as part of his/her regular groceries providing alcohol is allowed at the site.

ARTICLE 29

TRAINING

1. **General:** The Parties recognize the value of a well-trained work force and the need for a well-planned and conducted training effort. The Parties agree that training efforts are to be aimed at improving job performance, providing for career development, or meeting Forest Service needs as determined by Management. The Parties further mutually agree to encourage employee self-development.

2. **Scheduling:** Recognizing the need for flexibility, Management retains the right to schedule and assign employees to training, determine the investment to be made in training, and to select training methods and facilities. Management will endeavor to schedule training so that employees will not have to travel on weekends. For those employees enrolled in work-related classes not scheduled by Management, Management agrees to make a reasonable effort to enable an employee to adjust his/her work schedule if feasible, in order to attend. Programs to meet training needs at the Local level, or revisions in existing programs will, at the Union's option, be negotiated at that level.

3. Union Training

- a. The Parties agree that a bank of hours of official time will be made available to each Local Unit each year to enable union officials to attend Union training, provided the training is of benefit to the Forest Service and the Union in the administration of this Agreement. A minimum bank of hours will be allocated in the following manner:

- (1) Local units with 100 or less bargaining unit employees: 120 hours.
 - (2) Local units with more than 100, but less than 200 bargaining unit employees: 160 hours.
 - (3) Local units with 200, but less than 300 bargaining unit employees: 200 hours.
 - (4) For Local units with more than 300 bargaining unit employees, an additional 40 hours is allowed for each additional 100 bargaining unit employees, or portion thereof.
- b. The count date will be made at the beginning of the first full pay period in July of each year. This bank of time is exclusive of any official time for training that is provided by some other provision of this Agreement. The Union agrees that training should be distributed among union officials in an efficient manner and that each official will not normally receive more than 40 hours of training per year. Requests for official time must be submitted in writing at least one (1) week in advance of training to the local line manager or branch chief (for WO officials). The number of hours in a local unit's bank may be increased by mutual agreement of both Parties.
 - c. A bank of 90 hours per calendar year for contract administration training time will be provided for each officer of the Forest Service Council. The number of hours may be increased on an individual basis by mutual agreement at the regional or national level.
 - d. Travel expenses, travel time and per diem is included in allowed official time. The use of vehicles is authorized in accordance with the provisions of Article 7. Excluded are travel expenses and per diem for State, Regions, or National NFFE conventions or FSC conventions and annual meetings even though training may be part of the program.

4. Joint Training:

- a. Orientation of employees to the Master Agreement may be arranged by the local Parties. The Regional Parties may agree to a suggested joint training outline which could be used at the local level.
- b. The local parties may mutually agree to request assistance of Forest Service Council officers in joint training sessions. Arrangements including use of official time for attending the above may be mutually agreed to at the Regional level.

5. Records: Management agrees to place in the employee's Official Personnel Folder (OPF) an annual summary of training furnished by the employee, and to place in the employee's OPF records of any training done on official time.

6. Expenses: Management agrees to consider reimbursement of expenses incurred by an employee in attendance at officially approved work-related courses on his/her own time.

7. Use of Equipment: Management agrees to make available to all employees enrolled in approved training courses academic aids, such as desk calculators, typewriters, etc., if available on the premises of the activity at mutually agreeable times during the employee's on duty and off duty hours.

ARTICLE 30

CONTRACTING OUT OF WORK

1. Management will follow the principles outlined in this Article when making decisions on contracting out of work.

Management agrees to consult openly and fully with the Union regarding any commercial activity review of a function within the bargaining unit. Management agrees to comply with the provisions of Federal Acquisition Regulation 48 C.F.R. Section 7.3 et seq., OMB Circular A-76, this agreement and other applicable laws, rules and regulations concerning contracting-out.

The Local Union will be notified at least thirty (30) days prior to beginning a cost-comparison study for any contracting out of work or a decision to contract out work that may result in affecting employees. Management agrees to consider any timely input from the Union as to how work and materials could be reorganized in a more efficient manner. These views will be used during the cost-comparison study and in developing the Performance of Work Statement.

2. When an A-76 cost study is being conducted and when an advisory/steering group is established, Management will invite a Union representative to participate.

The Union will be invited to participate in any training sessions on preparation of a commercial activity review.

3. Management will inform the Union of plans for proposed contracts, including personal services contracts, where formal bids or proposals are solicited or negotiated contracts that may impact on the bargaining unit.

4. Management Study - Streamlining: To ensure cost savings and efficiency for the Forest Service, Management may find it appropriate to do cost-comparison studies for all work performed by employees before bid solicitations are offered or contracts are negotiated with private contractors. Such studies should indicate cost savings or other benefits as described in OMB Circular A-76.

a. When cost-comparison studies involve discussion with employees, the Local Union will be given an opportunity to be present.

- b. On request, Management will give the Local Union a copy of performance indicators and job analyses. Unless it's confidential information that cannot be released prior to bid opening until made public, upon request, the Parties will meet and clarify the details of the proposal.
- c. Management agrees to consult with the Union on a regular basis, as agreed to between the Local Parties, during the development and preparation of the performance work statement.
- d. The Local Union will have thirty (30) days from the date the data was given or a meeting was held to propose streamlining options. The response time may be shortened if thirty (30) days is not practicable due to circumstances.

5. Performance of Work Statement (PWS):

A copy of the Performance of Work Statement will be made available to the Local Union, upon request.

6. Upon request, Management will provide the Local Union representative with available information including, but not limited to, copies of:

- a. annual procurement plans including updates;
- b. bid solicitation; invitation for bid or request for proposal
- c. contract specifications;
- d. correspondence from higher authority directing the cost study;
- e. correspondence from Department of Labor regarding certification of a wage rate;
- f. the performance work statement;
- g. all changes to the performance work statement;
- h. bid abstract (including Government estimate after bid opening);
- i. statement of work;
- j. bid results, awarding dates, and time frames for implementation;

7. Management will provide an opportunity upon request for a Union representative in the "walk through" by bidders of the function undergoing a cost study.

8. The Local Union will be given the opportunity to attend public bid openings and review in house estimates after the bid opening.

9. Management recognizes the "right of first refusal" required by OMB Circular A-76, Part I, Chapter 3(c) at I-18 (1983 ed.) which provides that the contractor will grant those Federal employees displaced by conversion to contract with the right of first refusal of employment openings created by the contractor. Refusing the right of first refusal, because of displacement due to contracting-out, shall not deny a unit employee of any rights he or she might otherwise have under applicable RIF procedures.

10. **Appeals:** The Local Union may appeal the cost-comparison decision in accordance with the procedures set forth in FSM 1312 and OMB Circular A-76.

11. The Union has the right to grieve contracting out determinations in accordance with current case law at the time the determination is made.
12. Management will provide the Forest Service Council with a copy of the A-76 inventory at least annually.
13. If contracting out of work or streamlining adversely impacts on bargaining unit employees, the Local Union and Management will negotiate, at the Local's option, per Article 11.
14. Management will exert maximum effort to find suitable employment for any displaced employees affected by contracting out decisions, per this Agreement.

ARTICLE 31

REORGANIZATION

1. Management will inform the appropriate level of the Union of proposed reorganization as soon as it anticipates such an occurrence and prior to releasing official oral or written information to employees or the public. The Regional and Local levels shall arrange, upon request, procedures, including meetings, to facilitate the sharing of information and general reorganization problems that may arise during the life of this Agreement. Management incurs no bargaining obligation until a decision to reorganize is made per Section 3 below.
2. **Notice:** For the purposes of notification, a reorganization means a change in organizational structure and/or relocation of employees specifically defined as:
 - a. The transfer, consolidation or merger of two or more line units at the Ranger District or research project level or above.
 - b. The consolidation or merger of line units with those of another Federal agency.
 - c. The merger of a function between two or more line units at the Ranger District or research project level or above to a zone, area or co-located operation, and shared services.
 - d. Consolidation or merger of two or more work units or functions within a work unit.
 - e. Physical relocation of 10 or more employees or 10% of the line unit, whichever is less.
 - f. Realignment of all or part of the activities, assignments, or functions within a local unit.
3. When Management determines to reorganize it will notify the Union and negotiate as appropriate under Article 11.

SURPLUS EMPLOYEE PLACEMENT

Notice: Article 32 is the subject of an impasse before the Federal Services Impasses Panel. This Article is the same as that which appears in the previous Master Agreement and will remain in effect until the pending impasse is resolved. At that time, this Article will be replaced by a revised Article 32.

1. The identification of positions surplus to the needs of the Forest Service is a Management responsibility. This Article provides the procedures to be used in the placement of surplus employees. Management will provide the Union an opportunity to negotiate on the adverse impacts and implementation and will inform the Union of any changes. Negotiations will be in accordance with Article 11.
2. **Definition:** A surplus employee is a permanent employee in an unfunded position, or an employee in a position scheduled to be abolished.
3. **Identification of Surplus Employees:** When one or more unfunded positions have been identified among a group of positions within a competitive area and competitive level (Article 33, Section 10) being involved, Management will identify surplus employees in the following order:
 - a. employees wishing to retire;
 - b. employees wishing to volunteer for outplacement;
 - c. employees according to service computation date starting at the bottom. (This ranking has no relationship to the Retention Register Ranking in Reduction-in-Force procedures.)
4. **Notification:** When Management identifies surplus positions, the affected employees will be notified by letter, including a statement of the reasons the position is surplus. Included in the notification will be a request to complete an Employee Data Sheet and an Employee Skill Sheet; i.e., an SF-171. A copy of this notice will be given to the Local Union.
5. **Surplus Employee List:** All employees in surplus positions who are willing to accept positions outside of their local commuting area will be placed on a Service-wide Surplus Employee List (also known as the Employee Information Sharing System or EISS). Within 10 days of receipt of the employee data sheet by the servicing personnel office, this list shall be updated and shall be accessible through the servicing personnel office. A copy of this list, including updates, will be given to the Union upon request. They may designate occupational and geographical preferences. Management will furnish each surplus employee with (a) an employee data sheet describing the information needed from the employee, instructions on filling out the form, how the list works, and any condition under which their name may be removed from the system; and (b) an employee skill sheet describing their qualifications.

After the responses to the Employee Data Sheet and Skill Sheet are received, Management will discuss and modify the questionnaire with each employee to ensure clear understanding of the geographical preferences shown.

Surplus employees will remain on the Surplus Employee List until they have been placed in a funded position or other action has been taken.

6. Filling Vacant Positions: When Management decides to fill vacancies, qualified employees on the Surplus Employee List shall receive first consideration. Nonselection of employees from the Surplus Employee List shall be based on legitimate job-related reasons. Management shall endeavor to meet employees' geographical preferences in the order shown on the Employee Data Sheet and occupational qualifications as reflected on the Skills Sheet.

7. Offers of Placement: Management will endeavor to offer each surplus employee a funded position at the employee's current grade, tour of duty, and in a location acceptable to the employee.

8. Voluntary Downgrade: When a surplus employee initiates or voluntarily accepts a move to a lower graded position, grade and pay retention will be granted if the move has a positive effect on another employee and/or such action will assist Management in advancing its objectives and reduce or avoid adverse impacts on employees and the agency's functions.

9. Management will offer surplus employees enrollment in placement assistance programs operated by other agencies for which they are qualified. These are described in FPM/DPM 330.

- a. the Interagency Placement Assistance Program (IPAP) for permanent employees in surplus positions administered by OPM;
- b. the USDA Reemployment Priority List;
- c. the Displaced Employee Program administered by OPM.

10. Nothing in this Article affects Management's rights to reassign employees in accordance with 5 CFR-335.102.

ARTICLE 33

FURLOUGHS

1. This Article sets forth procedures which will be followed if Management determines it necessary to furlough career employees because of lack of work or funds, or other nondisciplinary reasons.
2. Management will notify the Union at the appropriate level(s), depending on the scope of a proposed furlough, at least fifteen (15) days before the employees are notified. At that time, Management will advise the Union of the reason for the furlough, the number, names, titles, series and grade of all employees affected, and the measure which Management proposes to take to reduce the adverse impact on employees. The employees will be given specific notice (30 days notice for furlough of less than 30 days, 60 days for furloughs in excess of 30 days).
3. Furlough documents will be made available to the affected employee and to the Union.
4. The following matters involving furloughs are appropriate matters for negotiations between the Parties, but are not limited to:
 - a. the content of furlough notices;
 - b. the content of solicitation of volunteers for furlough;
 - c. scheduling of consecutive or nonconsecutive furlough days;
 - d. programs for counseling employees about furloughs and unemployment compensation, benefits, etc.;
 - e. provisions for keeping the Union informed of furlough developments;
 - f. any impacts on Union representation during the furlough;
 - g. the process for recall from furlough.
5. Management will not schedule the number of workdays per week for the purpose of disqualifying furloughed employees from unemployment compensation.
6. Where furlough involves only a segment of an organization within a commuting area, and the furloughs are for more than 30 days, Management will consider the following:
 - a. reassigning employees to vacant positions;
 - b. restructuring of positions, including unfilled trainee positions to allow adversely affected employees to fill positions;

- c. waiving qualifications in order to assign an employee subject to furlough to a vacancy for which he/she might not otherwise qualify.

Management will not fill a vacant position, except by internal placement, when an employee on furlough in the same competitive area is qualified and available for a position at the same or lower grade from which furloughed.

If Management elects to utilize any of the above options in a., b., or c., the Local Union will be entitled to negotiate appropriate arrangements for implementation.

7. Identification of Furloughed Employees:

a. Furloughs of Thirty (30) Days or Less:

- (1) **Volunteers:** When it has been determined to furlough some, but not all employees in the same competitive level within one bargaining unit, Management agrees to first solicit volunteers. If more volunteers are available than furloughed positions, selection will be based on the service computation date starting at the top. Nonselection of volunteers will be based on legitimate job-related reasons.
- (2) If a sufficient number of volunteers is not available for furloughed positions, selection for furlough beyond the volunteers will be based on service computation date starting at the bottom.

- b. Furloughs For More Than Thirty (30) Days: In accordance with FPM 351 and DPM 351 procedures.

8. Recall of Employees From Furlough:

- a. Furloughs of Thirty (30) Days or Less: When Management recalls employees to duty in the same competitive level within one bargaining unit from which they were furloughed, it will be in order of service computation date ranking starting at the top. Recall from furlough for placement in other competitive levels is determined by the qualifications, availability, and service computation date ranking of the furloughed employee.
- b. Furloughs For More Than Thirty (30) Days: In accordance with FPM 351 and DPM 351 procedures.

9. Employees on furlough have rights at least equal to those they would have had if they had been separated and placed on the Reemployment Priority List.

10. For furloughs of thirty (30) days or less (short furlough), the total number of days which the employee may be furloughed shall not exceed thirty (30) days (if consecutive) or 22 workdays (if noncontinuous).

Furloughs can be for consecutive or nonconsecutive days normally at the employee's option. Management will inform the employees how many consecutive days of furlough will qualify them for unemployment benefits. Management will consider employee personal needs such as child care and outside employment as relevant factors in determining which days will be worked during nonconsecutive furloughs. Furloughs will be recorded in the correct manner to insure unemployment benefits are afforded to eligible employees.

Management may reduce the number of days of the furlough if it finds that fewer days are necessary due to changed circumstances. To increase the number of days, a new notice and identification process is required. The parties will negotiate as appropriate.

11. Leave During Furloughs:

- a. For hardship cases, Management will consider deferring a furlough for employees on sick leave.
- b. Regarding "use it or lose it" annual leave, the provisions of Leave restoration will apply.
- c. Employees shall have the option of electing days of leave without pay (LWOP) in place of furlough.

12. The provisions of this Article will apply to the degree consistent with 5CFR 752.404 (d)(2).

13. Management may accept voluntary service to perform the work of a furloughed bargaining unit employee only if authorized by law.

ARTICLE 34

TRANSFER OF FUNCTION

1. Transfer of Function (TOF): The transfer of the performance of a continuing function from one competitive area and its addition to one or more other competitive areas; except when the function involved is virtually identical to functions already being performed in the other competitive area(s) affected; or the movement of the competitive area in which the function is performed to another commuting area.

2. Identification of Positions and Employees for a Transfer of Function: The identification of positions and employees to be transferred will be accomplished by the following methods:

Method 1: Functions that occupy the majority of an employee's time; or functions that control the grade of the employee's position.

Method 2: When an employee is engaged in various functions that cannot clearly be identified by means of the position description, with the function that is transferring;

- a. Identification Method One must be used to identify each position to which it is applicable. Identification Method Two is used only to identify positions to which Identification Method One is not applicable.
- b. Under Identification Method One, a competing employee is identified with a transferring function if:
 - (1) the employee performs the function during all or a major part of his/her worktime; or
 - (2) regardless of the amount of time the employee performs the function during his/her working time, the function performed by the employee includes the duties controlling his/her grade or rate of pay.
- c. Under Identification Method Two, competing employees are identified with a transferring function in the inverse order of their retention standing.
- d. The competitive area losing the function may permit other employees in the competitive area to volunteer for transfer with the function in place of employees identified under Identification Method One or Identification Method Two. However, the competitive area may permit these other employees to volunteer for transfer only if no competing employee who is identified for transfer under Identification Method One or Identification Method Two is separated or demoted solely because a volunteer transferred in place of him/her to the competitive area that is gaining the function.
- e. Refer to 5 CFR 351 and FPM 351 for further details.

3. Once a decision has been made to transfer a function, Management will seek volunteers only if employees identified under Method 1 or Method 2 are not demoted or separated as a result of the volunteer being transferred. If there is more than one volunteer for a TOF position, the selection will be based upon ranking starting from the top of the retention register.

4. A competing employee has the right to transfer with a function if the alternative is separation or demotion.

5. Management will notify the Regional Vice President and Local Union of a proposed transfer of function at least 15 days before employees are notified. At that time, Management will advise the Local Union of the reason for the transfer of function, the number, names, titles, series and grades of all employees affected, and the measures which Management proposes to take to reduce the adverse impact on employees. The affected employees will be given specific notice of the transfer of function at least 45 days before the effective date.

6. Upon request of either Party, negotiations on the content of notices (within the guidelines), definition of local commuting area, other procedures of the transfer of function, and arrangements for the affected employees will take place.

7. Competitive levels will be as described in Article 35, Section 10.

ARTICLE 35

REDUCTION IN FORCE

1. **Policy:** The decision to conduct a reduction in force (RIF) is a Management right. The implementation of a RIF will be administered by Management. The Parties consider RIF to be an action of last resort and will avoid RIF whenever and wherever possible. To minimize the adverse impact of a RIF on employees, Management will accomplish goals otherwise achieved by a RIF, through attrition and/or cost reduction efforts whenever feasible before conducting a RIF. As a matter of policy in cases of budgetary insufficiency, Management will not resort to RIF until methods of cost reduction, to the extent feasible and not prohibited by law, have been exhausted to avoid RIF. Such methods might include every possible method of controlling discretionary expenditures such as but are not limited to:

- a. innovative salary saving methods, e.g., leaving positions vacant to save salary costs, promotion freezes, offering leave without pay, furloughs;
- b. reduction of costs associated with contracting-out;
- c. reduction of costs incurred related to volunteers;
- d. reduction of expenses associated with travel, conferences, seminars, institutes, office furnishings, and purchases of supplies and equipment.

Management will make every maximum effort to waive qualifications and make every maximum effort to place employees in vacant positions to avoid RIF. It will also offer to employees, in the positions to be eliminated, the opportunity to enroll in the Interagency Placement Assistance Program (IPAP).

FPM 351 and DPM 351 procedures will be followed by Management in processing reductions in force.

2. Recognizing the Forest Service Council's interest in protecting and representing employees, Management will give the Council an opportunity to negotiate on the adverse impact and procedures to be used in a significant RIF, which affects more than one Region or Station and to keep the Council informed of RIF developments. For RIF's involved in more than one Local Unit within a Region or Projects within a Station, the Regional Vice President will be notified and given an opportunity to negotiate on the adverse impact and procedures to be used in a RIF and kept informed of RIF developments. For RIF's confined to one Local Unit, the Local Union representative will be given an opportunity to negotiate on the adverse impact and procedures to be used in a RIF and be notified and kept informed of RIF developments.

3. Management will request USDA to approve early-out retirements in a significant RIF. The Union will be given an opportunity to give input into the letter submitted to USDA.

4. Management will notify the appropriate level of the Union and give them a copy of the request for approval for RIF. This notification will be given at least seventy-five (75) days prior to the effective date. This notification will include name, title, series, and grade of employees affected; efforts that have been taken to avoid the RIF; and expected outcomes of the RIF. Retention Registers will be made available to the Union as soon as they are developed, which will be at least sixty (60) days prior to the effective date.

Sixty (60) days prior to the RIF effective date, management shall provide the Union a list of all positions which are considered trainee or developmental for reduction in force purposes, together with the SF-50 showing name, position and effective date of action assigning each incumbent to the position in question.

5. The affected employees will be given a specific RIF notice at least sixty (60) days prior to the effective date of the RIF. Retention Registers and other RIF documents will be made available to the affected employee.

6. Matters involving RIF, are appropriate for negotiations between the Parties at the level processing the RIF including, but not limited to:

- a. the content of RIF notices;
- b. programs for training and counseling of employees;
- c. provisions for keeping the Union informed of RIF developments;
- d. outplacement programs;
- e. definition of local commuting area;
- f. the impacts when Management decides to use the following:

- (1) reassigning employees to vacant positions;
- (2) restructuring of positions, including unfilled trainee positions, to allow adversely affected employees to fill them;
- (3) waiving qualifications in order to assign an employee subject to displacement to a vacancy for which he/she might not otherwise qualify.

- g. If negotiations are requested, the Parties are obligated to meet or otherwise communicate at reasonable times on a timely basis and bargain in a good faith effort to reach agreement. If issues remain unresolved, either party may immediately request mediation. Should mediation fail to resolve those issues, the Federal Service Impasses Panel may be notified.

7. Management will give consideration on a case-by-case basis to requests from employees who have received RIF notices, for leave without pay (LWOP) up to a maximum notice period of ninety (90) days of combined duty and leave status, following issuance of the notice, if such an extension will protect employee rights or avoid administrative hardship. Management may also consider requesting approval from OPM for an extension beyond ninety (90) days where necessary to protect employee rights or to avoid administrative hardship. An amended notice includes the total number of days specified in the original notice plus the number of days of LWOP approved, not exceeding ninety (90) calendar days after the delivery of the original notice. If the employee does not accept an offer of another Forest Service assignment, such LWOP may be canceled.

8. **Personnel Files:** The Union and Management will jointly encourage each employee to see that his/her personnel file and SF-171 are up-to-date as soon as the RIF or reorganization is announced. Management will add to the personnel file appropriate changes or amendments requested by the employee. Both the personnel file and SF-171 will be used to match employees with vacancies. Employees possessing skills in more than one area will designate those area(s) in which they wish to be matched for consideration for vacancies.

9. When a unit of the Forest Service determines that a RIF is necessary, a hiring freeze will be implemented during the life of the RIF for the competitive area and competitive levels involved in the RIF.

10. Definitions:

- a. Competitive area is defined as follows:
 - Washington Office employees compete Washington Office-wide.
 - Regional Office employees compete Regional Office-wide.
 - Employees of National Forests compete Forest-wide.
 - Employees of Research Stations compete Station-wide.
 - Employees of State and Private Forestry Area compete Area-wide.
 - Exceptions may be made by the Chief, subject to substance bargaining.

- b. The Parties agree that OPM regulations fully define competitive level, generally the competitive level consists of all positions in the same competitive area which are in the same grade (or occupational level) and classification series and which are similar enough in duties, qualification requirements, pay schedules, and working conditions so that the incumbent of one position could successfully perform the critical elements of any other position upon entry into it, without any loss of productivity beyond that normally expected in the orientation of any new but fully qualified employee.

In accordance with OPM guidelines, Management may waive qualification standards of a position if the employee could meet the qualifications within 365 days of occupying the position.

11. Any employee separated through reduction in force will be offered reemployment to the first vacancy which management determines to fill in the same competitive area that the employee qualifies for at the same or lower grade. If more than one separated employee is qualified for a particular vacancy, the offer will be made in retention standing order. If reemployment is below the employee's former grade level, the employee will have repromotion rights as provided in this agreement.

12. If Management determines to fill the same position, the involuntarily demoted employee will be offered repromotion to the position or to intervening grades. The employee will retain repromotion rights to the grade level from which demoted. For other vacancies within the competitive area with the same or equal duties for which an involuntarily demoted employee qualifies, the employee will be offered repromotion to the vacancy unless there is a legitimate job related reason for not repromoting the employee. In the event that more than one employee qualifies, the highest service computation date ranking employee will be offered repromotion first.

13. The effective date of the action will be stayed 10 days from the date of the decision letter.

14. Unless the RIF was caused by a decision to contract the work, Management will not contract out work previously performed by the abolished positions for a period of one year without first offering the work to the employees separated from those positions.

15. Management will offer affected employees enrollment in placement assistance programs operated by other agencies for which they are qualified. These are described in FPM/DPM 330.

- a. The USDA Reemployment Priority List;
- b. The Displaced Employee Program administered by OPM.

UNEMPLOYMENT COMPENSATION

The Parties recognize that unemployment is a high payroll cost with no productivity. It is also understood that the benefits governed by State laws vary greatly in their eligibility requirements and benefit amounts.

The Parties agree to the following guidelines:

1. Call back of employees will be for legitimate job-related reasons and not for the purpose of disqualifying an employee from unemployment compensation.
2. Printed information will be given to each less than full-time career employee and temporary employee that explains the State law on unemployment compensation and the consequences of refusing employment while receiving such compensation. These employees will be given this information annually. Seasonal and temporary employees will be given this information prior to starting their off-season.
3. A permanent employee accepting off-season assignments in the Forest Service or other Federal Agencies outside the commuting area, will be paid travel costs and per diem as provided in the Federal Travel Regulations. Should the work with another Federal Agency be the result of a proper second appointment, then travel and per diem might not be payable. If Government-owned or leased quarters are available, they will be provided rent free and per diem will be at a reduced rate in accordance with established Region, Station, Area, or Forest Policy.
4. Offers of work outside the commuting area with the Forest Service, other Federal Agencies, or private industry:
 - a. If an employee refuses an offer of work outside the commuting area during a period when unemployment compensation is being paid, the Forest Service will not appeal the continued payment of such benefits unless the Forest Service believes that State law disqualifies the employee because of such refusal. Similarly, the Forest Service will not contest the initial claim in eligibility by reporting such refusal unless the Forest Service believes that the refusal is disqualifying under governing State law.
 - b. Offers of employment outside the commuting area will not be made for the purpose of disqualifying an employee for unemployment compensation.
 - c. If a refusal is based on a genuine hardship situation for the employee, the Forest Service will not contest an unemployment claim.
5. Management will provide affected employees with appropriate forms when available from the State and general information on how to qualify for unemployment compensation. Eligible employees are determined by the appropriate State or Governmental authority.

ARTICLE 37

HUMAN RESOURCE PROGRAMS

1. In accordance with law, the Volunteer Program and other human resource programs will not displace employees or positions or their grade-controlling duties. No Forest Service employee will be required or requested to perform as a volunteer. Volunteers' or other enrollees' experience will not be used to give unfair preference or advantage for appointment to Forest Service positions.
2. The Parties recognize that Human Resource Programs may impact the working conditions of bargaining unit employees. Furthermore, the Parties agree that adverse impacts, when identified by the Union, such as changes in duties, responsibilities, training, safety, availability of other amenities, are subject for negotiations, upon request, at the Local Level.

In order for the Union to determine adverse impacts, all available data concerning the use of volunteers or other enrollees, such as number of volunteers or enrollees, their assigned duties, work locations, periodic reports, or announcements will be provided the Union upon request. The Union will be informed where to request the data if not available locally.

ARTICLE 38

VOLUNTARY ALLOTMENT OF UNION DUES

1. Any employee of the Forest Service who is a member of the NFFE and is included within one of the consolidated bargaining units covered by this Agreement may make a voluntary allotment for the payment of dues to the NFFE pursuant to the terms of the Agreement between the U.S. Department of Agriculture and the National Office, NFFE. (See Appendix B) Management will notify all bargaining unit parties of any changes made in the NFFE/USDA Agreement.
2. Should the Agreement between the U.S. Department of Agriculture and the National Federation of Federal Employees concerning the voluntary allotment of Union dues not be continued or renegotiated at the time of any expiration date, then the Parties agree that the voluntary allotment of dues will continue until a new Agreement between the USDA and NFFE is negotiated.
3. For purposes of dues withholding, Management should not change the unit status of employees, unless a personnel action has been processed, without first discussing the issue with the Union. If there is a disagreement over the employee's status, Management should file a Clarification of Unit (CU) petition. Employees will remain in the disputed positions until such time as a decision is reached on the CU. Also, when an employee changes from one Local to another, Form AD-356, Dues Change Between Locals Within a National Labor Organization, must be completed. The gaining unit should process the Form AD-356 for employees transferring to an organized unit. The losing unit should process Form AD-356A, Cancellation of Withholding of Dues to Labor Organizations and Associations of Supervisors or Managers, for employees transferring to an unorganized unit or to a unit where the employee is no longer a member of the bargaining unit (i.e., professional employee to nonprofessional bargaining unit).

ARTICLE 39

PILOT PROJECTS/DEMONSTRATION PROJECTS

The Parties recognize the need for more efficient operations within the Forest Service and agree that experimenting with different ways of completing various activities can benefit this objective.

1. The definition of pilot project is any experimental/test project proposed and/or approved by the Washington Office which has a specific time frame involved and:

- a. sets aside or waives an existing law; or
- b. sets aside, waives, or changes an existing rule, regulation, or policy; and
- c. affects working conditions and/or conditions of employment.

For experimental/test projects that are set up wholly within the Forest Supervisor's/ Regional Forester's authority, this Article does not apply and the concerned parties have full bargaining obligations before any implementation.

2. Any areas of conflict with this agreement must be clearly identified prior to any project initiation in the consolidated bargaining unit. The Forest Service Council must waive application of the inconsistent terms. In the absence of such a waiver, the Pilot Project may not be instituted. Any provisions of a pilot project that are not in conflict with the Master Agreement may be negotiated as provided for in Article 11.

3. If after a review of the project and approval of any area of conflict, the Parties agree that the Forest Service WO will keep the Forest Service Council informed of any development or changes to the following:

- a. where the project will be located;
- b. the area the project will encompass;
- c. how it will be initiated;
- d. the time frame involved.

The Forest Service Council will be given an opportunity to be represented on any national task forces or steering committees that may result from the projects.

4. The Forest Service Council shall appoint a Union Representative(s) to be the contact for Management in the area of the project. The Union Representative(s) will negotiate with the area Manager on Union participation, such as contacting employees working under the project for comments and input, problems encountered, employee morale, etc.

5. In the interest of efficiency and economy, the Parties will track such things as the cost of the project, the impacts on employees, employee morale during the project, and the savings effected.

6. The waiver or other agreement (per Section 2 above) will be provided to the affected parties.

ARTICLE 40

JOB CORPS

The parties recognize the unique mission and Department of Labor - Forest Service relationship for the administration of the Job Corps Program within the Forest Service. Further, the parties understand that by the virtue of the program's mission there will be work situations which warrant special health and safety consideration for employees.

- (1) Any employee(s) who feel that a student is demonstrating aggressive behavior where the safety of the employee(s) is jeopardized, should immediately notify the on-duty supervisor. The on-duty supervisor will review the situation and take appropriate action in accordance with D.O.L. Policies and Requirements Handbook and agency policy, which in emergency situations may include calling appropriate Forest or Local Law Enforcement for assistance. In a situation, off-Center, where a supervisor is unavailable and the situation is beyond the employee's reasonable ability to resolve, the employee may contact appropriate Forest or Local Law Enforcement for assistance.
- (2) Centers will assure appropriate and reasonable security protection of employees against violence, including but not limited to lighting and staff coverage in accordance with Agency and Department of Labor guidelines and policies.
- (3) Centers will follow established D.O.L. Policies and Guidelines of student/employee ratio. Additionally, Centers shall follow agency policy and D.O.L. Policies and Requirements Handbook when a student's behavior has become disruptive or a threat to the safety of the employee(s). Implementation of changes in D.O.L. Policies and Guidelines that effect the working conditions of employees will be negotiated as appropriate.
- (4) All employees will be provided current safety and health training on bloodborne pathogens annually. New employees will be given the same training on risks and protections against bloodborne pathogens as part of their orientation program, normally within 30 days after their reporting date.
- (5) If an employee believes that they have been exposed to a bloodborne pathogen within the work place, they will immediately inform their supervisor. Counseling will be provided at the request of the employee, through the Employee Assistance Program. Testing procedures will be followed under Article 27.
- (6) Center employees who feel they are suffering from stress may request reassignment or details under the terms of Article 4 Section 10. The Forest will also consider requests for job rotation to the Forest. Affected employees will also be advised of their coverage under O.W.C.P. when processing stress related claims.

PERSONAL HARDSHIP

Any employee may request special consideration due to personal hardship. Personal hardship is an appropriate consideration in any management action affecting employees.

1. Hardships are situations outside of the employee's reasonable ability to control which affect the health and welfare of the employee or his/her family. Some examples of significant hardship are:

- a. A specific long-term medical situation where services or care are more accessible in a specific location.
- b. Special education needs for children related to physical or mental disability.
- c. Significant and recurring harassment or discrimination against the employee or his/her family at work or in the community.
- d. Specific situations related to marital status, such as divorce, reconciliation, sibling care issues, spousal placement (dual career), etc.

2. Process:

- a. The employee may request assistance and advice through the Employee Assistance (CONCERN) Program, and may authorize the CONCERN counselor to share information regarding the hardship situation with management.
- b. The employee may present his/her case, through channels, to the management official having authority for the requested action. Where confidentiality is a legitimate concern, the employee may bypass his/her immediate supervisor.
- c. The management official will have authority to determine whether a hardship exists.
- d. Confidentiality regarding an employee's hardship situation will be maintained to the extent possible if the employee so requests.
- e. Alleged violations of this Article are grievable in accordance with Article 9.

ARTICLE 42

EMPLOYEE ATTENDED MEETINGS

1. The types of Employee Attended Meetings are:

- a. Formal
- b. Investigative

2. Formal Meetings: Any meeting between one or more representatives of the Forest Service and one or more employees in a Local's bargaining unit concerning any grievance, personnel policy or practices or any other general condition of employment.

The Union Local will be given the opportunity to attend and to participate as the Local deems appropriate. Advance notification of formal discussions will be given to the Union.

Employee meetings which cover personnel policy or practices or any other general condition of employment are generally considered formal meetings. Some examples which can meet this test are:

- a. Family meetings
- b. TQM or similar meetings
- c. Grievance
- d. Orientation

3. Investigative Meetings: An investigative meeting is any meeting with an employee conducted by a representative of the Forest Service in connection with an investigation. The employee has a right to Union representation if:

- a. The employee reasonably believes that the examination may result in disciplinary action against the employee; and
- b. The employee requests representation.

4. Employee Information: Article 4, Section 2c provides for annual notification to employees of this right. The Parties agree to jointly develop a briefing sheet for Forest Service employees and Special Agents on the specific rights of employees during investigative interviews. The sheet will be included in the June 1993 "Weingarten" reminder notice to employees. It will also be provided to Regional Special Agents for their information and use.

AGREEMENT

1. **Duration:** The effective date of this Agreement shall be the date of approval by the Director of Personnel, Office of the Secretary of Agriculture, or on the 31st day after execution of this Agreement, if the Director of Personnel has neither approved nor disapproved the Agreement. It shall terminate three years after the effective date. It will remain in effect for yearly periods thereafter, automatically renewing itself on the day after the anniversary of the termination date, unless either Party serves the other with written notice, not more than one hundred and five (105) calendar days nor less than sixty (60) calendar days prior to the expiration date, of its desire to terminate or modify this Agreement.

Upon receipt by either Party of notice from the other Party of its desire to terminate or modify this Agreement, both Parties shall meet within ninety (90) calendar days to begin negotiations. When either Party notifies the other Party that it wishes to modify this Agreement, this Agreement will be extended until the effective date of the modified Agreement. The provisions of any Article in this Agreement may not be reopened through the midterm bargaining process except by mutual agreement or where necessitated by statutory changes.

2. **Printing and Distribution:** The Washington Office of the Forest Service will print 30,000 copies of this Master Agreement. Each local Union will be provided with sufficient copies but no more than one copy for every member and new employee of the bargaining unit as they occur at that location. Forest Service Council officers and the Regional Vice Presidents will be provided with an additional one hundred (100) copies each. The National Office will be provided 250 copies.

3. The effective date and termination date of the Agreement shall be printed on the Cover.

In witness thereof, the Parties hereto executed this basic Labor-Management Agreement on November 13, 1992. The effective date of this Agreement is FEBRUARY 25, 1993.

FOR THE FOREST SERVICE:

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MICHAEL A. BARTON, R-10
Team Leader

William J. Dugan
WILLIAM J. DUGAN, R-4
Chiefspokesperson

MANAGEMENT TEAM MEMBERS

Temple T. Hahn
TEMPLE T. HAHN, WO

Helen Hentemann
HELEN HENTEMANN, R-10

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MIKE HANEMANN, R-6

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BILL SPINNER, R-9

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PETE ROCKX, WO

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HEYWARD WASHINGTON, R-8

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LARRY KING, R-8 FSC President

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JACK GENT, R-6

APPENDIX A

NATIONAL FEDERATION OF FEDERAL EMPLOYEES CONSOLIDATED UNITS

REGION 1, NORTHERN REGION

I. Regional Office, Regional Field Services Facility, and Aerial Fire Depot - NFFE Local 60

Included: In the Regional Office, Missoula, MT;

All nonprofessional, nonsupervisory GS and WG employees with continuing appointments of 6 months or more; all professional employees with continuing appointments of 6 months or longer including those in excepted indefinite, excepted conditional and temporary appointments.

In the Aerial Fire Depot, Aviation and Fire Management;

All permanent nonprofessional WG and GS employees.

In the Regional Field Services Facility, Missoula, MT;

All permanent fulltime employees (including WAE employees with more than 6 months term).

Excluded: In the Regional Office and the Regional Field Service Facility;

All supervisors, managers and others excluded by 5 U.S.C. 7112(b)(2)(3)(4)(6) and (7).

In the Aerial Fire Depot, Aviation and Fire Management;

All professional employees, supervisors, managers, temporary employees, and others excluded by 5 U.S.C. 7112(b)(2)(3)(4)(6) and (7).

2. Lolo National Forest-NFFE Local 60

Included: All professional and nonprofessional employees with continuing appointments.

Excluded: All supervisors, managers, guards, employees in excepted indefinite and conditional appointments, and others excluded by U.S.C. 7112(b)(2)(3)(4)(6) and (7).

3. Anaconda CCC-NFFE Local 1697

Included: All professional and nonprofessional employees at the Anaconda Civilian Conservation Center, Anaconda, Montana.

Excluded: Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, temporary personnel employed for less than 90 days, and supervisors and guards.

4. Bitterroot NF-NFFE Local 1492

Included: All professional and nonprofessional General Schedule and Wage Grade employees with continuing appointments of the Bitterroot National Forest.

Excluded: Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and guards, and temporary employees.

5. Clearwater NF-NFFE Local 1304

Included: All professional GS employees and nonprofessional GS and WG employees of Clearwater National Forest with continuing appointments.

Excluded: Management officials, supervisors, guards, persons engaged in Federal personnel work in other than a purely clerical capacity, and employees with temporary, excepted indefinite, or excepted conditional appointments.

6. Flathead NF-NFFE Local 1241

Included: All nonsupervisory GS and WB professional and nonprofessional employees of the Flathead National Forest.

Excluded: All management officials, employees engaged in Federal personnel work other than in a purely clerical capacity, supervisors and guards, and employees with temporary, excepted indefinite, or excepted conditional appointments.

7. Idaho Panhandle NFs-NFFE Council (Locals 1295, 1402, 1452, and 1818)

Included: All professional and nonprofessional employees, including regular seasonal temporary employees and temporary intermittent employees of the Nursery, of the Idaho Panhandle National Forests.

Excluded: All management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards, and temporary intermittent and casual employees except those temporary intermittent employees of the Nursery.

8. Kootenai NF-NFFE Local 1398

Included: All nonsupervisory GS and WB professional and nonprofessional employees of the Kootenai National Forest.

Excluded: All management officials, employees engaged in Federal personnel work other than in a purely clerical capacity, supervisors and guards, and employees with temporary, excepted indefinite, or excepted conditional appointments.

9. Lewis and Clark NF-NFFE Local 1521

Included: All nonsupervisory professional and nonprofessional GS and WG employees, including regular seasonal employees, of the Lewis and Clark National Forest.

Excluded: Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, all temporary full-time employees with expectation of employment for a period of less than 90 days, and all supervisors and guards.

10. Nez Perce NF-NFFE Local 1436

Included: All nonsupervisory GS and WG employees on the Nezperce National Forest with continuing appointments, including professionals.

Excluded: Managers, supervisors, guards, employees engaged in Federal personnel work in other than a purely clerical capacity, and temporary employees.

REGION 2, ROCKY MOUNTAIN REGION

11. Regional Office-NFFE Local 102

Included: All nonprofessional full-time employees, part-time employees, temporary employees expected to be employed for over 90 days, employed by the U.S. Forest Service Regional Office, located in Lakewood, Colorado, and Regional Office personnel assigned to other locations in Colorado.

Excluded: Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity and supervisors.

12. Black Hills NF-NFFE Local 927

Included: All employees of the Black Hills National Forest.

Excluded: Employees of the Boxelder Civilian Conservation Center, professional employees, employees engaged in personnel work in other than a purely clerical capacity, management officials, and supervisors and guards.

13. Rio Grande NF-NFFE Local 2004

Included: All professional and nonprofessional GS and WG employees of the Rio Grande National Forest.

Excluded: Supervisors, management officials, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

14. White River NF-NFFE Local 1947

Included: All nonprofessional GS and WG employees of the White River National Forest.

Excluded: Temporary employees with less than 90-day appointments, employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, management officials, confidential employees and supervisors as defined in the Federal Service Labor Management Relations Statute.

REGION 3, SOUTHWESTERN REGION

5. Carson NF-NFFE Local 485

Included: All permanent and temporary General Schedule and Wage Grade employees with an employment expectancy of 90 days or more employed by the Carson National Forest, Taos, New Mexico.

Excluded: Management officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and guards.

16. Coronado NF-NFFE Local 346

Included: All permanent and temporary General Schedule and Wage Grade employees with an employment expectancy of 90 days or more and employed by the Coronado National Forest, Tucson, Arizona.

Excluded: Management officials, professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and seasonal supervisors during that portion of the year when they exercise supervisory authority, and guards.

17. Coconino NF-NFFE Local 2112

Included: All non-professional General Schedule, Wage Grade and temporary employees of the Coconino National Forest, Flagstaff, Arizona.

Excluded: Professional employees, management officials, supervisors and employees described in 5 USC 7112 (b)(2), (3), (4), (6) and (7).

18. Tonto NF-NFFE Local 376

Included: Wage Grade, General Schedule (including those with continuing appointments in excess of 1 year and temporaries for more than 90 days) nonprofessional employees of the Tonto National Forest in the State of Arizona.

Excluded: Supervisors, professionals, managers, and persons performing Federal personnel work except in a purely clerical capacity and guards.

REGION 4, INTERMOUNTAIN REGION

19. Regional Office-NFFE Local 125

Included: All full-time and less than full-time and (with 6 months or more tour of duty), GS and WG, nonprofessional and professional employees of the Inter-mountain Region Forest Service, USDA, Ogden, Utah, and detached units located at: Boise, Idaho; Twin Falls, Idaho; Salt Lake City, Utah; Provo, Utah; South Weber, Utah; Clearfield, Utah; and Carson City, Nevada.

Excluded: All managers, supervisors, guards, and persons performing personnel work except in a purely clerical capacity.

20. Boise NF-NFFE Local 1753

Included: All professional and nonprofessional employees employed by the Boise National Forest.

Excluded: All management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and guards, casual employees and special need employees hired for 30 days or less.

21. Bridger-Teton NF-NFFE Local 1290

Included: All nonprofessional employees employed by the Bridger-Teton National Forest, Jackson, Wyoming.

Excluded: All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, casual employees, special need employees hired for 30 days or less, and supervisors and guards.

22. Challis NF-NFFE Local 1499

Included: All professional and nonprofessional employees of the Challis National Forest with continuing appointments.

Excluded: All management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and guards.

23. Dixie NF-NFFE Local 1976

Included: All professional and nonprofessional GS and WG employees of the Dixie National Forest.

Excluded: Supervisors, management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, professional employees, employees primarily engaged in investigation or audit functions related to the work of other employees where those duties directly affect the internal security of the Agency and are undertaken to insure the duties are discharged with honesty and integrity and 30-day special needs employees.

24. Fishlake NF-NFFE Local 2039

Included: All professional GS employees of the Fishlake National Forest.

Excluded: Supervisors, management officials, nonprofessional employees, special needs employees hired for 30 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

25. Manti-LaSal NF-NFFE Local 2041

Included: All nonprofessional GS and WG employees of the Manti-LaSal National Forest.

Excluded: Supervisors, management officials, professional employees, employees hired for 30 days or less, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

26. Payette NF-NFFE Local 1435

Included: All Career/Career-Conditional General Schedule and those under the Coordinated Federal Wage System, nonprofessional employees of the Payette National Forest, Forest Service, USDA, with the following tours of duty: permanent full-time; part-time with 1040 hours or more scheduled per year; WAE (when actually employed) with a 13 pay period or more minimum guaranteed schedule of full-time work.

Excluded: All professional employees, management officials, supervisors, guards, and persons performing personnel work except in a purely clerical capacity.

27. Salmon NF-NFFE Local 1499

Included: All permanent full-time and permanent part-time, nonsupervisory employees on the Salmon National Forest.

Excluded: Management officials, supervisors, guards, and persons performing personnel work except in a purely clerical nature.

REGION 5, PACIFIC SOUTHWEST REGION

28. Regional Office-NFFE Local 1981

Included: All employees, General Schedule (GS) and Wage Grade (WG) of the Region 5 Regional Office of the U.S. Forest Service, San Francisco, California.

Excluded: Professional employees, supervisors, management officials, guards, casual hires, employees of the Equipment Development Center, San Dimas, California; Stockton Equipment Depot, Stockton, California; Lake Tahoe Basin Management Unit, South Lake Tahoe, California; and employees engaged in Federal personnel work in other than a purely clerical capacity.

29. Angeles NF-NFFE Local 1650

Included: All nonprofessional employees of the Department of Agriculture, U.S. Forest Service, Angeles National Forest, Pasadena, California, including temporary employees with an appointment of 1 year or more.

Excluded: Managers, supervisors, guards, persons performing Federal personnel work in other than a purely clerical capacity, professional employees, permanent employees appointed for less than 13 full-time pay periods per year, and temporary employees with an appointment of less than 1 year.

30. Eldorado NF-NFFE Local 1781

Included: All professional and nonprofessional employees of the Eldorado National Forest.

Excluded: Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards.

31. Inyo NF-NFFE Local 2081

Included: All nonprofessional and professional employees of the USDA, Forest Service, Inyo National Forest.

Excluded: Management officials; supervisors; 30-day special need employees; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

32. Klamath NF-NFFE Local 1865

Included: All nonprofessional GS and WG employees of the Klamath National Forest including regular seasonal nonprofessional employees and seasonal nonprofessional supervisors during that portion of the year they exercise no supervisory authority.

Excluded: All management officials, professional employees, temporary employees whose appointments do not exceed 30 days, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and seasonal nonprofessional supervisors during that portion of the year they exercise supervisory authority.

33. Lake Tahoe Basin Management Unit-NFFE Local 1781

Included: All professional and nonprofessional employees of the USDA Forest Service, Lake Tahoe Basin Management Unit.

Excluded: All supervisor and manager employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

34. Los Padres NF-NFFE Local 2023

Included: All nonprofessional GS and WG employees of the USDA Forest Service, Los Padres National Forest.

Excluded: All professional employees, management officials, supervisors, 30 day special need employees, and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6), and (7).

35. Modoc NF-NFFE Local 1836

Included: All professional and nonprofessional employees at Modoc National Forest including all regular seasonal employees and seasonal supervisors during that portion of the year they exercise no supervisory authority.

Excluded: All management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and seasonal supervisors during that portion of the year they exercise supervisory authority.

36. Plumas NF-NFFE Local 1995

Included: All nonprofessional and professional employees of the USDA, Forest Service, Plumas National Forest.

Excluded: Management officials; supervisors; 30-day special need employees; and employees described in 5 U.S.C. 7112(b)(2) (3), (4), (6), and (7).

37. San Bernardino NF-NFFE Local 1558

Included: All nonsupervisory, nonprofessional employees of the Department of Agriculture, U.S. Forest Service, San Bernardino National Forest, San Bernardino, California.

Excluded: Management officials, supervisors, employees engaged in Federal Personnel work in other than a purely clerical capacity, guards, professional employees.

38. San Dimas Equipment Development Center-NFFE Local 1979

Included: All professional and nonprofessional employees employed by the U.S. Forest Service, Equipment Development Center, San Dimas, California.

Excluded: All management officials, confidential employees, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors as defined in the statute.

39. Sequoia NF-NFFE Local 721

Included: All nonprofessional and professional employees of the USDA, Forest Service, Sequoia National Forest.

Excluded: Management officials; supervisors; 30-dayspecial need employees; and employees described in 5 U.S.C.7112(b)(2), (3), (4), (6) and (7).

40. Shasta-Trinity NF-NFFE Local 1771

Included: All nonprofessional GS and WG employees of the Shasta-Trinity National Forest.

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, and supervisors.

41. Six Rivers NF-NFFE Local 1937

Included: All professional and nonprofessional employees of the USDA, Forest Service, Six Rivers National Forest.

Excluded: Management officials; supervisors; 30-day special need employees; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

REGION 6, PACIFIC NORTHWEST REGION

42. Regional Office-NFFE Local 1888

Included: All nonsupervisory and professional employees in Regional Office, U.S. Forest Service, Portland, Oregon.

Excluded: Managers, supervisors, guards, employees engaged in personnel work in other than purely clerical work, employees in grades below GS-7 holding supervisory job titles, temporary employees and employees of mail room and reproduction section.

43. Colville NF-NFFE Local 1156

Included: Permanent employees on the Colville National Forest with continuing appointments, including professionals.

Excluded: Managers, supervisors, guards, persons engaged in personnel work in other than a purely clerical capacity, temporary employees and casual employees.

44. Deschutes NF-NFFE Local 1110

Included: All career and career-conditional employee of the Deschutes National Forest with tours of duty of 13 pay periods or more per year.

Excluded: Managers, supervisors, guards, and persons engaged in personnel work in other than a purely clerical capacity, and professional employees.

45. Ochoco NF-NFFE Local 1110

Included: All employees, including professionals, of the Ochoco National Forest.

Excluded: Management officials, supervisors, guards and employees engaged in Federal personnel work in other than a purely clerical capacity.

46. Fremont NF-NFFE Local 642

Included: All professional and nonprofessional employees of the Fremont National Forest.

Excluded: Management officials, supervisors, 30-day special need employees; and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

47. Winema NF-Local 642

Included: All employees of the USDA Forest Service, Winema National Forest.

Excluded: Management officials, supervisors, and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

48. Gifford Pinchot NF-NFFE Local 1373

Included: All professional and nonprofessional GS and WG employees employed by the Gifford Pinchot National Forest.

Excluded: Management officials, employees engaged in Federal personnel work except those in a purely clerical capacity, guards, casuals and intermittent employees and seasonal employees who have no reasonable expectancy of reemployment.

49. Malheur NF-NFFE Local 447

Included: All professional and nonprofessional employees of the Malheur National Forest, John Day, Oregon, with appointments of more than 30 days.

Excluded: Management officials, supervisors as defined in the Order, employees engaged in Federal personnel work in other than a purely clerical capacity, and employees with appointments of 30 days or less.

50. Mt. Baker-Snoqualmie NF-NFFE Local 34

Included: All professional and nonprofessional employees of the Mt. Baker-Snoqualmie National Forest with appointments of more than 30 days.

Excluded: Managers, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards and supervisors.

51. Mt. Hood NF-NFFE Local 1968

Included: All professional and nonprofessional employees of the USDA, Forest Service, Mt. Hood National Forest.

Excluded: Management officials; supervisors; 30 day special needs employees; and employees described in 5 USC 7112(b)(2), (3), (4), (6), and (7).

52. Columbia River Gorge National Scenic Area-NFFE Local 1968

Included: All professional and nonprofessional employees of the USDA, Forest Service, Columbia River Gorge National Scenic Area.

Excluded: Managers, supervisors, guards, employees engaged in personnel work in other than purely clerical work, employees in grades below GS-7 holding supervisory job titles, and temporary employees.

53. Okanogan NF-NFFE Local 1174

Included: All employees of the Okanogan National Forest.

Excluded: All professional temporary employees, management officials, supervisors, 30-day special need employees, and employees described in 5 USC 7112 (b)(2), (3), (4), (6) and (7).

53. Olympic NF-NFFE Local 2014

Included: All employees of the Olympic National Forest.

Excluded: Management officials; employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7); and 30 day special need employees.

54. Rogue River NF-NFFE Local 2010

Included: All employees of the Rogue River National Forest.

Excluded: Management officials, employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7); and special needs employees.

55. Siskiyou NF-NFFE Local 2085

Included: All employees of the Siskiyou National Forest.

Excluded: All management officials, employees engaged in Federal personnel work special need employees; and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

56. Siuslaw NF-NFFE Local 454

Included: All GS and WG employees of the Siuslaw National Forest, including professional and temporary employees.

Excluded: All management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors and guards.

57. Umatilla NF-NFFE Local 271

Included: All GS and WG employees, including professionals, with continuing appointments, on the Umatilla National Forest, and all WAE employees employed 20 pay periods or more each year.

Excluded: Managers, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity, guards, and temporary employees.

58. Umpqua National Forest - NFFE Local 2079

Included: All employees on the Umpqua National Forest.

Excluded: Management officials, supervisors, enrollees of the Wolf Creek Job Civilian Conservation Center who are serving on temporary appointments, and employees described in 5 USC 7112(b)(2), (3), (4), (6) and (7).

59. Wallowa-Whitman NF-NFFE Local 450

Included: All full time professional employees and all full time GS and WG nonprofessional employees with continuing appointments on the Wallowa-Whitman National Forest.

Excluded: Less than full time professional employees, temporary and permanent seasonal nonprofessional employees, manger supervisors, guards, and persons engaged in Federal personnel work in other than a purely clerical capacity.

60. Wenatchee NF-NFFE Local 758

Included: All professional and nonprofessional employees, including regular seasonal employees, of the Wenatchee National Forest.

Excluded: All temporary intermittent and casual employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, and supervisors and guards.

61. Willamette NF-NFFE Local 457

Included: All professional and nonprofessional employees of the Willamette National Forest including temporary employees with an appointment of 30 days or more.

Excluded: Managers, supervisors, guards, persons performing Federal personnel work in other than a purely clerical capacity, casuals and temporary employees with an appointment of 30 days or less.

REGION 8, SOUTHERN REGION

62. Regional Office-NFFE Local 2047

Included: All nonprofessional general schedule and wage grade employees of the U.S. Forest Service, Atlanta Regional Office.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6), and (7).

63. Chattahoochee-Oconee NF-NFFE Local 1329

Included: All nonprofessional General Schedule and Wage Grade employees of the Supervisor's Office and Ranger Districts of the Chattahoochee-Oconee National Forests.

Excluded: All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards and supervisors.

64. Alabama NFs-NFFE Local 1329

Included: All nonprofessional employees of the Forest Service, National Forests in Alabama.

Excluded: All professional employees, management officials, temporary employees with appointments of 90 days or less, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors.

65. Cherokee NF-NFFE Local 1930

Included: All nonprofessional employees of the Cherokee National Forest, Cleveland, Tennessee.

Excluded: All professional employees, the Job Corps Center, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and guards and supervisors.

66. Jacobs Creek CCC-NFFE Local 1930

Included: All professional and nonprofessional employees of the Jacobs Creek Civilian Conservation Center located on the Cherokee National Forest.

Excluded: All management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and all other employees of Cherokee National Forest.

67. Daniel Boone NF-NFFE Local 466

Included: All nonprofessional employees of the Daniel Boone National Forest, including seasonal employees and all professional and nonprofessional employees at the Frenchburg Civilian Conservation Center, Mariba, Kentucky; all professional and nonprofessional permanent full-time and part-time employees of the Pine Knot Job Corps Center, Pine Knot, Kentucky.

Excluded: All professional employees (except at Frenchburg and Pine Knot CCC's), supervisors, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity and the Pine Knot Civilian Conservation Center and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

68. National Forests in Florida-NFFE Local 458

Included: All nonprofessional GS and WG employees in the U.S. Forest Service, National Forests in Florida.

Excluded: All professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards.

69. George Washington NF-NFFE Local 1867

Included: All nonprofessional GS and WG employees of the George Washington National Forest, Virginia.

Excluded: Temporary employees serving under appointments of 90 days or less without expectation of continued employment, professional employees, all management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, supervisors, and confidential employees.

70. Jefferson NF-NFFE Local 1861

Included: All professional and nonprofessional GS and WG employees of the Jefferson National Forest, Virginia.

Excluded: Management officials, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, employees engaged in Federal personnel work in other than a purely clerical capacity and confidential employees.

71. Flatwoods CCC-NFFE Local 1855

Included: All professional and nonprofessional GS and WG employees of the Flatwoods Civilian Conservation Center, Coeburn, Virginia.

Excluded: Management officials, supervisors, temporary employees serving under appointments of 90 days or less without expectation of continued employment, employees engaged in Federal personnel work in other than a purely clerical capacity and confidential employees.

72. National Forests in North Carolina-NFFE Local 1563

Included: All employees assigned to the Supervisor's Office and 10 Ranger Districts in the National Forests of North Carolina including regular "seasonal" or "temporary" employees.

Excluded: Employees of the Schenck and LBL Civilian Conservation Centers, all professional employees, employees engaged in Federal personnel work in other than a purely clerical capacity, management officials, and supervisors and guards.

73. Francis Marion and Sumter NFs-NFFE Local 1563

Included: All professional and nonprofessional employees of the Francis Marion and Sumter National Forests.

Excluded: Employees engaged in Federal personnel work in other than a purely clerical capacity and management officials and supervisors.

74. Ouachita CCC-NFFE Local 1079

Included: Professional and nonprofessional employees of the Ouachita Civilian Conservation Center, Ouachita National Forest, U.S. Department of Agriculture, Forest Service.

Excluded: Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, temporary employees with appointments not to exceed 90 days, and guards and supervisors.

75. Ozark-St. Francis NFs-NFFE Local 1075

Included: All nonprofessional employees of the Ozark-St. Francis National Forest, U.S. Department of Agriculture, Forest Service.

Excluded: Professional employees, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, temporary employees with appointments not to exceed 90 days, employees of the Cass Civilian Conservation Center, and supervisors and guards.

76. Cass CCC-NFFE Local 1075

Included: All professional and nonprofessional employees of the Cass Civilian Conservation Center, Ozark-St. Francis National Forest, U.S. Department of Agriculture, Forest Service.

Excluded: Management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, confidential employees, employees with appointments not to exceed 90 days, and supervisors and guards.

77. Caribbean NF-NFFE Local 523

Included: All professional and nonprofessional employees of the U.S. Department of Agriculture, U.S. Forest Service, Caribbean National Forest, Rio Piedras, Puerto Rico, including temporary employees with appointments of 90 days or more.

Excluded: Management officials, supervisors, and employees described in 5 USC 7112 (b)(2), (3), (4), (6) and (7).

REGION 9, EASTERN REGION

78. Regional Office-NFFE Local 1920

Included: All employees of the Forest Service, Milwaukee Regional Office.

Excluded: All professional employees, management officials, supervisors, employees engaged in Federal personnel work in other than a purely clerical capacity and confidential employees.

79. Golconda CCC-NFFE Local 1840

Included: All nonsupervisory professional and nonprofessional General Schedule (GS) and Wage Grade (WG) employees of the Golconda Civilian Conservation Center, Golconda, Illinois.

Excluded: All nonprofessionals, management officials, employees engaged in Federal personnel work in other than a purely clerical capacity, and supervisors and guards.

80. Hiawatha NF-NFFE Local 2083

Included: All professional and nonprofessional GS and WG employees including regular, seasonal and temporary employees of 30-days or more of the U.S. Department of Agriculture, Forest Service, Hiawatha National Forest, Escanaba, Michigan.

Excluded: All management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

81. Huron-Manistee NF-NFFE Local 2086

Included: All nonprofessional and employees employed by the U.S. Forest Service, Huron-Manistee National Forest, USDA.

Excluded: All professional employees, management officials, supervisors, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

82. Ottawa NF-NFFE Local 1928

Included: All nonsupervisory, nonprofessional GS and WG employees including temporary employees of Ottawa National Forest.

Excluded: All management officials, supervisors, professional employees, employees engaged in personnel work in other than a purely clerical capacity, and other employees as defined by Executive Order 11491.

REGION 10, ALASKA REGION

83. Alaska Region-NFFE Local 251

Included: All professional and nonprofessional U.S. Forest Service employees within the Alaska Region (Regional Office, Tongass National Forest, (Ketchikan Area, Stikine Area, Chatham Area, and Chugach National Forest).

Excluded: Management officials, supervisors, guards, employees engaged in Federal personnel work in other than a purely clerical capacity, as defined in Executive Order 11491, and all temporary (nonpermanent) employees.

RESEARCH

84. Forest Products Laboratory-NFFE Local 276

Included: All nonprofessional, and professional employees of the Forest Products Laboratory, Forest Service, U.S. Dept. of Agriculture, Madison, Wisconsin and all permanent full-time and part-time Wage Grade employees of the Forest Products Laboratory, Forest Service, USDA, Madison, Wisconsin.

Excluded: All managerial officials, supervisor, temporary employees; and employees described in 5 U.S.C. 7112(b) (2), (3), (4), (6) and (7).

85. Pacific Southwest Forest and Range Experiment Station-NFFE Local 2066

Included: All nonprofessional GS and WG employees of the USDA, Forest Service, Pacific Southwest Forest and Range Experiment Station.

Excluded: All professional employees, management officials, supervisors, 30-day special need employees, and employees described in 5 U.S.C. 7112(b)(2), (3), (4), (6) and (7).

86. Rocky Mountain Forest Range Experiment Station-NFFE Local 1950

Included: All professional and nonprofessional employees of the Rocky Mountain Forest and Range Experiment Station, USDA, Forest Service.

Excluded: Temporary employees with less than 90 day appointments; employees engaged in Federal personnel work in other than a purely clerical capacity; and management officials, confidential employees, and supervisors as defined in the Federal Service Labor Management Relations Statute.

WASHINGTON OFFICE

87. Washington Office-NFFE Local 1919

Included: All General Schedule and Wage Grade employees employed by and assigned to U.S. Department of Agriculture, Forest Service Headquarters, and located in the metropolitan area, Washington, DC.

Excluded: Professional employees, employees engaged in Federal Personnel work in other than a purely clerical capacity, confidential employees, management officials, and supervisors and defined in the Order.

88. Missoula Technical Development Center-NFFE Local 60

Included: All professional employees including temporary appointments for 6 months or longer, and nonprofessional GS and WG employees with continuing appointments of 6 months or more stationed at the Missoula Technical Development Center, Missoula, Montana.

Excluded: Management officials, supervisors, guards, and employees engaged in Federal personnel work in other than a purely clerical capacity and temporary employees of less than 6 months.

89. San Dimas Technical Development Center-NFFE Local 1979

Included: All professional and nonprofessional GS and WG employees employed by the U.S. Forest Service, Equipment Development Center, San Dimas, California.

Excluded: Management officials, supervisors, confidential employees, and employees engaged in Federal personnel work in other than a purely clerical capacity.

**MEMORANDUM OF UNDERSTANDING BETWEEN
DEPARTMENT OF AGRICULTURE AND
NATIONAL FEDERATION OF FEDERAL EMPLOYEES**

The Parties to this memorandum, the National Federation of Federal Employees, hereinafter referred to as NFFE, and the U.S. Department of Agriculture, hereinafter referred to as USDA, enter into this agreement for the purpose of establishing a mutually beneficial dues withholding agreement.

1. This Memorandum of Understanding is subject to and governed by 5 USC 7115, by regulations issued by the Office of Personnel Management (5 CFR 550.301, 550.311, 550.312, 550.321 and 550.322), and will be modified as necessary by any future amendments to said rules, regulations and law. Reference is also made to DPM 550, Subchapter 3 for procedural guidance.
2. Any employee of the USDA who is included in a NFFE bargaining unit may make a voluntary allotment for the payment of dues to the NFFE. This Memorandum of Understanding shall be made a part of every current and future Local and National agreement and shall be the only authorized method for obtaining dues withholding.
3. The employee shall obtain SF-1187, "Request for Payroll Deductions for Labor Organization Dues", from NFFE and shall file the completed SF-1187 with the designated NFFE representative. The employee shall be instructed by NFFE to complete the top portion and Part B of the form. No number shall appear in block 2 of the form except the employee's Social Security number.
4. The President or other authorized official of the Local Union or the National Secretary-Treasurer will certify on each SF-1187 that the employee is a member in good standing of NFFE; insert the amount to be withheld, and the Personnel Office of the USDA Agency involved. The Servicing Personnel Office shall certify the employee's eligibility for dues withholding, insert the NFFE code (01) and, within five (5) work days after receipt, transmit the SF-1187 in duplicate to the National Finance Center (NFC).
5. The NFC will process the dues deduction effective as the beginning of the first full pay period after NFC receives the SF-1187. The NFC will forward a copy of the SF-1187 to the NFFE National Treasurer at 1016 16th Street, N.W., Washington, D.C. 20036.
6. Deductions will be made each pay period by the NFC and remittances will be made promptly each pay period to the National Office of the NFFE. The NFC shall also promptly forward to NFFE, a listing of dues withheld. The listing shall be segregated by Local and shall show the name of each member employee from whom pay dues was withheld, the employee's Social Security number, the amount withheld, the code of the employing agency, and the number of the Local to which each employee belongs. Each Local listing shall be summarized to show the number of members for whom dues were withheld, total amount withheld, and amount due to Local. Each list will also include the name of each employee member for that Local who previously made an allotment for whom no deduction was made that pay period, whether due to leave without pay or other cause. Such employees shall be designated with an appropriate explanatory term.

7. In lieu of the listings provided for in Section 6 of this Memorandum of Understanding, USDA agrees to provide the National Office of the NFFE a computer tape in a format to be agreed upon at such time as NFFE has the facilities to process tapes. USDA will be given two (2) months notice to implement this change.
8. The amount of dues certified on the SF-1187 by the authorized Union official (see Section 4) shall be the amount of regular dues, exclusive of initiation fees, assessment, back dues, fines, and and similar charges and fees. One standard amount for all employees or different amounts of dues for different employees may be specified. If there should be a change in the dues structure or amount, the authorized Union official shall notify the appropriate Servicing Personnel Office. If the change is the same for all members of the Local, a blanket authorization may be used which includes only the Local number and the new amount of dues to be withheld. If the change involves a varying dues structure, the notification must include the Local number, the name and Social Security number of each member, and the new amount, of dues to be withheld for each member. The Servicing Personnel Office shall add the NFFE code (01) and promptly forward the certification to the NFC. The change shall be effected at the beginning of the first full pay period after the certification is received by the NFC. Only one such change may be made in any six month period for a given Local.
9. An employee may voluntarily revoke an allotment for the payment of dues by completing SF-1187, "Cancellation of Payroll Deductions for Labor Organization Dues", or by memorandum in duplicate and submitting it to the appropriate Servicing Personnel Office. The Servicing Personnel Office shall forward both copies of the revocation (SF-1187 or memorandum) to the NFC. The revocation will be come effective as of the first full pay period after September 1 of each year **provided** that the revocation was received by the Servicing Personnel Office on or before August 15 of each year, and **provided** the employee verifies that he/she has had NFFE dues withheld for more than one year. The NFC shall forward to the NFFE National Office a copy of each revocation received as appropriate notification of the revocation.
10. The USDA will terminate an allotment:
- (a) as of the beginning of the first full pay period following receipt of notice that exclusive recognition has been withdrawn;
 - (b) at the end of the pay period during which an employee member is separated or assigned to a position not included in a NFFE bargain-unit;
 - (c) at the end of the pay period during which the Servicing Personnel Office receives a notice from the NFFE or a Local of NFFE that an employee member has ceased to be a member in good standing;

- (d) annually during the first full pay period after September 1, after receipt of the employee member's written revocation of allotment (SF-1187 or memorandum in duplicate), **provided** that the revocation is received by the Servicing Personnel Office on or before August 15 or each year, and **provided** the employee verifies that he/she has had NFFE dues withheld for more than one year.


11. The Servicing Personnel Office and the employee members have a mutual responsibility to assure timely revocation of an employee's allotment for NFFE dues when the employee is promoted or assigned to a position not included in a bargaining unit represent by NFFE. If the dues allotments continue and the employee fails to notify his/her Servicing Personnel Office, the retroactive recovery of dues withheld from NFFE shall not be made, nor shall a refund be made to the employee.

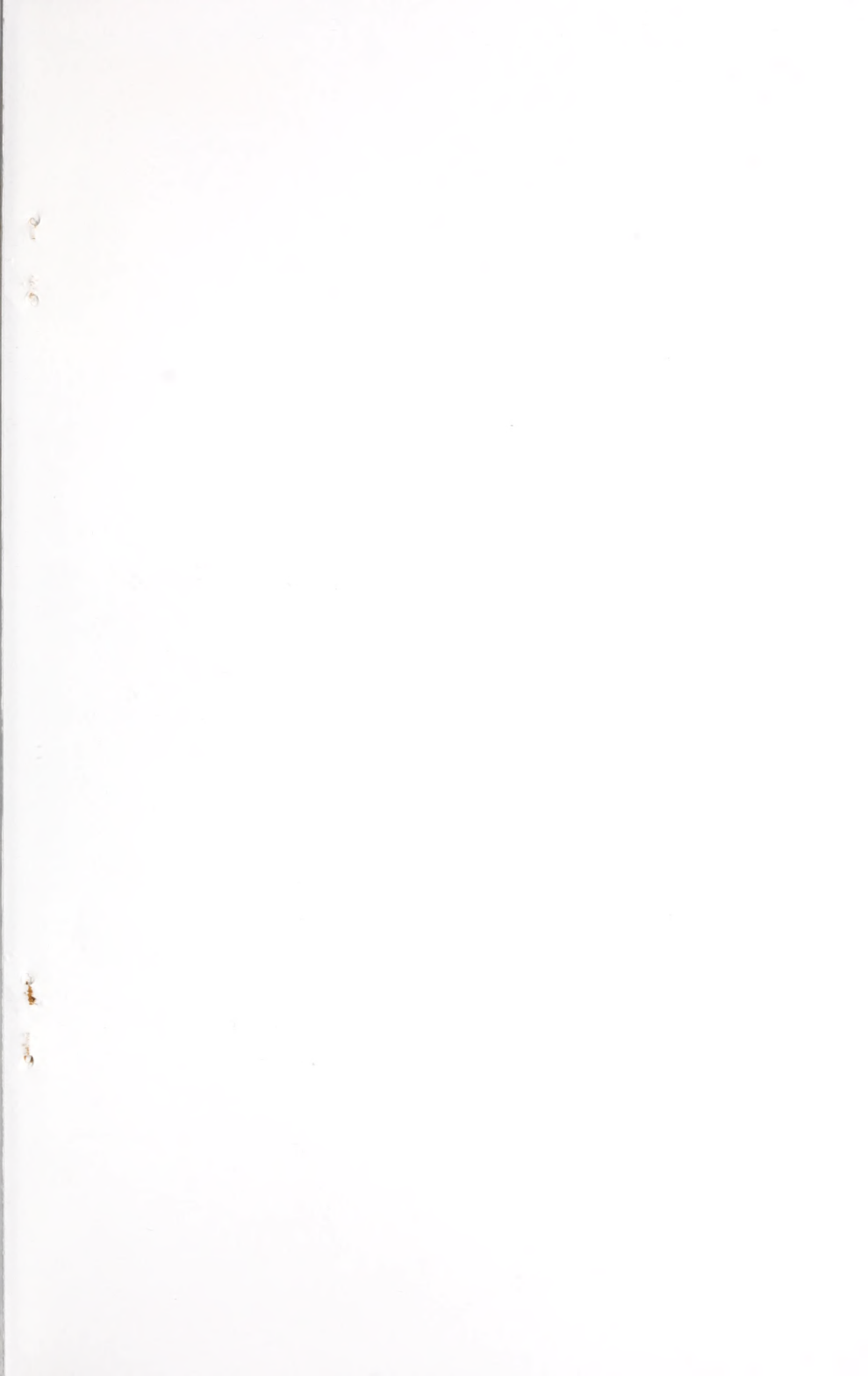
12. The parties to this agreement recognize that problems may occur in the administration of this agreement and the dues withholding program. The parties agree to exchange names, addresses and telephone number of responsible officials and/or technicians of NFFE and USDA to facilitate resolution of problems. These individuals shall cooperate fully in an effort to resolve any issue relating to dues withholding under the terms of this Memorandum of Understanding.

13. This Memorandum of Understanding shall remain in effect for as long as NFFE holds exclusive recognition in USDA, except that either party may propose amendments annually, before the anniversary date of the signing of this agreement.

Agreed to, signed at Washington, D.C. on October 20 1983.


Director of Personnel
Department of Agriculture


National President
National Federation of
Federal employees



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